



City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
Phone (559)897-5821 Fax (559)897-5568

Mayor Michelle Roman
Mayor Pro Tem Laura North
Council Member Sherman Dix
Council Member Vince Palomar
Council Member Jewel Hurtado

City Manager Alexander J. Henderson

AGENDA KINGSBURG CITY COUNCIL REGULAR MEETING

Council Chamber, 1401 Draper Street, Kingsburg, CA 93631 (559) 897-5821
www.cityofkingsburg-ca.gov

Wednesday, November 20, 2019 at 6pm

6 P.M. REGULAR SESSION MEETING:

Invocation to be given by Pastor PJ Lewis of The Well Kingsburg, followed by the Pledge of Allegiance led by Mayor Michelle Roman.

1. **Call to Order and Roll Call**
2. **Public Comments:** This is the time for any citizen to come forward and address the City Council on any issue within its jurisdiction that is not listed on the Agenda. A maximum of five (5) minutes is allowed for each speaker.
3. **Approve Agenda:** Action by the Council to approve the agenda or to make modifications. Items that can be added to the agenda is constrained by State law.
4. **Consent Calendar:** Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Approval of the Consent Calendar items include recitals reading ordinance(s) by titles(s) only and adoption of recommended action(s) contained in Staff Reports.
 - 4.1 **Approval of City Council Minutes:** Approve the minutes from the November 6, 2019 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
 - 4.2 **Check Register:** Ratify/approve payment of bills listed on the check register for the period October 31, 2019 through November 13, 2019 as prepared by Accounts Payable Clerk Grace Reyna.
 - 4.3 **Second Reading and Adoption of Ordinance 2019-006-** Waive the second reading and adopt Ordinance 2019-006, An Ordinance Of The City Of Kingsburg Adding Chapter 12.26 To Title 12 Of The Kingsburg Municipal Code Pertaining To Skate Parks with the following recital constituting reading the title of the Ordinance:

“AN ORDINANCE OF THE CITY OF KINGSBURG
ADDING CHAPTER 12.26 TO TITLE 12 OF THE
KINGSBURG MUNICIPAL CODE PERTAINING TO SKATE PARKS”

- 4.4 **Adopt the Proposed Retention Schedule-** Staff Report prepared by City Clerk Abigail Palsgaard
- 4.5 **Accept the 16th Avenue & Washington Street Rehabilitation project completed by Don Berry Construction and authorize the City Engineer to file the Notice of Completion. –** Staff Report prepared by City Engineer Dave Peters
- 4.6 **Adopt Resolution 2019-054 committing to the timely use of federal and state funding.-** Staff Report prepared by City Engineer Dave Peters
- 4.7 **Award the Crandell Pool Improvements project to California Commercial Pools, Inc. in the amount of \$584,000.00.-** Staff Report prepared by City Engineer Dave Peters

5. **Regular Calendar**

- 5.1 **Public Service Recognition Award Presentation – Ryan Boyd, Public Works**
Presentation by Mayor Michelle Roman
- 5.2 **Public Service Recognition Award Presentation – James Kirk, Public Works**
Presentation by Mayor Michelle Roman
- 5.3 **PUBLIC HEARING- SECOND AMENDMENT TO DEVELOPMENT AGREEMENT**
 - A. Open Public Hearing
 - B. Presentation by City Attorney Michael Noland
 - C. Council Discussion
 - D. Open for Public Comment
 - E. Close Public Comment
 - F. Continued Council Discussion
 - G. Close Public Hearing
 - H. Possible Actions:
 - 1. Approve the Second Amendment to Development Agreement by and between the City of Kingsburg and the Housing Authority of Fresno County and waive first reading and introduce Ordinance No. 2019-007, An Ordinance Of The City Of Kingsburg Approving The Second Amendment To The Development Agreement with The Housing Authority Of Fresno County and pass to a second reading on December 4, 2019 with the following recital constituting reading the title of the Ordinance:

“AN ORDINANCE OF THE CITY OF KINGSBURG APPROVING THE
SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH THE
HOUSING AUTHORITY OF FRESNO COUNTY”

- 5.4 **Approval of Offsite Improvement Agreement and Guaranty Regarding Linnaea Villas Development -** Staff Report by City Attorney Michael Noland

Possible Action(s):

- a. Presentation by City Attorney Michael Noland
- b. Council Discussion
- c. Approve the attached draft forms of the Offsite Improvement Agreement and the Guaranty Agreement subject to the City Manager's, City Engineer's and City Attorney's approval of any further revisions to the attached Offsite Improvement Agreement and Guaranty Agreement and authorize the City Manager to execute the final form of the Offsite Improvement Agreement and Guaranty Agreement

5.5 Crime Statistics Report for the Months of September and October 2019 and General Police Department Update- Crime Statistics Report prepared by Kingsburg Police Department Records Supervisor Corina Padilla.

Possible Action(s):

- a. Presentation by Police Chief Neil Dadian
- b. Council Discussion
- c. Informational- No Action Necessary

6. Council Reports and Staff Communications

- 6.1** Community Services Commission
- 6.2** Public Safety Committee
- 6.3** Chamber of Commerce
- 6.4** Economic Development
- 6.5** Finance Committee
- 6.6** Planning Commission
- 6.7** South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA)
- 6.8** City Manager's Report

7. Other Business that may come properly before the City Council

8. Future Agenda Items

These items will be added to a future agenda with direction from Council.

9. Adjourn Regular Kingsburg City Council Meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofkingsburg-ca.gov.

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting. Dated this 15th day of November 2019.

Abigail Palsgaard, City Clerk

**KINGSBURG CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 6, 2019**

6:00 P.M. REGULAR SESSION MEETING:

Invocation was given by Lead Pastor Scott Ardavanis of Grace Church of the Valley, followed by the Pledge of Allegiance led by Mayor Michelle Roman.

Call to Order and Roll Call - At 6:03 P. M. Mayor Michelle Roman called the regular meeting of the Kingsburg City Council to order.

Council Members present: Jewel Hurtado, Vince Palomar, Sherman Dix, Laura North, and Mayor Michelle Roman.

Staff present: City Manager Alexander Henderson, City Attorney Michael Noland, City Clerk Abigail Palsgaard, and City Finance Director Alma Colado.

Public Comments: Resident Mike Sandoval presented a petition asking for the alley between Lincoln and Smith Street and Lewis and Earl Street be repaired. He said that the alley is paved at both ends but in the middle, it is just dirt. He said that there is a lot of traffic through this alley causing a huge dust problem and it needs to be repaired.

Approve Agenda: A motion was made by Council Member Hurtado, seconded by Council Member Palomar, to approve the Agenda as published. The motion carried by unanimous voice vote.

Consent Calendar: A motion was made by Council Member North, seconded by Council Member Dix, to approve the items appearing on the Consent Calendar. The motion carried by unanimous voice vote.

- 4.1 Approval of City Council Minutes:** Approve the minutes from the October 6, 2019 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
- 4.2 Check Register:** Ratify/approve payment of bills listed on the check register for the period September 26, 2019 through October 30, 2019 as prepared by Accounts Payable Clerk Grace Reyna.
- 4.3 Approve the proposed Kingsburg Public Service Employees Association (KPSEA) 2020-2021 Memorandum of Understanding** - Staff Report prepared by Director of Administrative Services Christina Windover.
- 4.4 Approve the proposed KPOA MOU Revision for 2019-2020-** Staff Report prepared by Director of Administrative Services Christina Windover.
- 4.5 Accept the 18th & Kern Street Lighted Crosswalk Project completed by Power Design Electric, Inc. and authorize the City Engineer to file the Notice of Completion** - Staff Report prepared by City Engineer Dave Peters.
- 4.6 Approve the First Amendment to the Professional Service Agreement with the Kingsburg District Chamber of Commerce-** Staff Report Prepared by City Clerk Abigail Palsgaard.

- 4.7 Accept the Well 12 Raw Water Line Improvements Project completed by Floyd Johnston Construction Co. Inc. and authorize the City Engineer to file the Notice of Completion-** Staff Report prepared by City Engineer Dave Peters.

REGULAR CALENDAR

Swearing-In of Firefighter/Paramedic Jeromy Rivinius- Presentation by Fire Chief Daniel Perkins.

Chief Perkins introduced Jeromy followed by the Swearing-In by City Clerk Abigail Palsgaard and badge pinning by his mother. The City Council congratulated him.

Recognition of Fresno County Rural Transit Agency General Manager Moses Stites

A motion was made by Council Member Dix, seconded by Council Member Hurtado, to Adopt Resolution No. 2019-053, A Resolution of the City Council of the City of Kingsburg Recognizing and Honoring General Manager Moses Stites of the Fresno County Rural Transit Agency for His Efforts and Partnership to Bring Quality and Safe Transportation Options to the Citizens of Kingsburg.

The motion carried by unanimous voice vote.

Proposed Professional Services Consultant Agreement – Business Improvement District Process- Staff Report by City Manager Alexander Henderson.

City Manager Alexander Henderson stated that in April 2017 a Community Planning Assistance Team (CPAT), made up of planning and economic development professionals from throughout the state, came to Kingsburg for 3 days to provide pro bono expertise to Downtown Kingsburg. In June 2017 the group submitted a Revitalization Strategy for Downtown Kingsburg. One of the recommendations was to consider establishing a Downtown Business Improvement District (BID). In September 2019 Council directed staff to look into hiring a consultant to prepare a management district plan which would describe the BID programs and address issues related to operation of the BID. Since that meeting staff has worked with a local consultant with BID development history. Ms. Jan Minami, of AMI Concepts has provided a scope of work and proposed not-to-exceed budget of \$24,960 to provide guidance on the BID creation. He reviewed the scope of work.

Ms. Minami stated that she has lots of years of experience in BID's and nonprofits. She has worked in BIDs for Reedley, Visalia and Fresno and has experience with business license-based improvement districts.

Council clarified that we are just reviewing whether to approve her contract, not the resolution with intent. Council furthered clarified that she would work with the Chamber of Commerce. When asked how long it takes, she said about a year, but maybe more or less. She spoke about interactions and the management plans.

Public Comment:

Jason Poyner and Debbie Forbes, representing the Chamber, asked about the City's goal. Mayor Roman pointed out that the City is not trying to gain anything, this is for the businesses. Council Member Dix stated that the goal is a more vibrant downtown, marketing and downtown enhancement. Mr. Poyner

asked if there is a set amount for the BID fee for businesses. Council Member Dix said that it is up to the businesses.

Ms. Minami said she would meet with the Chamber and businesses. It is mostly marketing and to draw business downtown.

Mr. Poyner said that we are worried that businesses will not pay the non-mandatory Chamber membership fee if they are forced to pay the BID.

Mayor Roman said that the Chamber would have to show the benefits to the businesses.

Debbie Forbes said that she doesn't want even a \$1 fee forced on her.

Council Member North said this is why we are hiring a consultant. We don't want to force this. Mayor Roman said that this came from the businesses asking for it. This is not a City driven process.

Mr. Poyner said this is the first they have heard of this. Council reminded them that the report is from 2017 and the Chamber has agreed to support it the BID in their agreement with the City.

Council Member North said that the Chamber does a lot of great work planning and executing the festivals, but you have a few people doing a lot of work. This could work together.

Council Member Palomar said that we are going to listen to the business owners and vote for what's best for Kingsburg.

Jeff Dodd, new Director of the Chamber, asked if there is a formula related to population. Ms. Minami said there is no formula, it is all based on what a community or businesses want.

Council Member North said that she is concerned about not giving the Chamber a chance to bring a similar plan.

Mayor Roman said that she would not feel comfortable putting off approving this contract to wait for the Chamber's plan. This is not the same as the Chamber.

Council Member Dix said that he doesn't see it as a competing entity. He sees it as an enhancement. He said that he whole heartedly stands behind giving the Chamber a chance to bring in a plan

Mayor Roman said that other cities don't support the Chamber even as much as we do.

City Attorney Michael Noland pointed out that you can cancel the agreement with a 10-day notice.

Ms. Minami said there will always be friction between BID's and chambers.

Council Member North asked how many consultants responded?

Mr. Henderson said that we researched locally and only got one quote. She comes highly recommended.

A motion was made by Council Member Hurtado, seconded by Council Member Dix, to approve the Agreement for Professional Consulting Services with Jan Minami, an individual doing business as AMI Concepts (“Consultant”). The motion carried by unanimous voice vote.

Purchase and Sale Agreement and Second Amendment to the Development Agreement – Linnaea Villas- Staff Report by City Attorney Michael Noland

City Attorney Michael Noland explained the history of the project. He said that tonight in front of you is the Purchase and Sale Agreement that follows the approved Development Agreement for the property at Sierra and Madsen (South west corner). On November 20th, Council will review a Second Amendment of the Agreement and an Agreement for offsite improvements.

A motion was made by Council Member Palomar, Seconded by Council Member North, to approve the Purchase and Sale Agreement as presented, conditioned upon the City Council’s approval of the Second Amendment to the Development Agreement and on agreement for construction and installation of the offsite improvements for the Project. The motion carried by unanimous voice vote.

Award the TCP Mitigation – GAC Treatment at Wells 12 & 13 project to Steve Dovali Construction, Inc. in the amount of \$3,992,392.00- Staff Report prepared by City Engineer Dave Peters.

City Engineer Dave Peters explained that this will be paid for by the funds from our lawsuit. Council discussed the cost being higher than the estimate. City Engineer Dave Peters said that this is due to trade tariffs.

A motion was made by Council Member Dix, seconded by Council Member Hurtado to award the TCP Mitigation Bid, as presented. The motion carried by unanimous voice vote.

Skate Park Ordinance- Prepared by Community Services Director Adam Castaneda.

Community Services Director Adam Castaneda explained that existing law prohibits an operator of a skate park from permitting a person to ride a skateboard at the park unless you have a helmet, elbow and knee pads. Legally we must adopt this ordinance in order to satisfy these conditions. After brief discussion Council agreed that scooters and wheelchairs be added to the ordinance.

A motion was made by Council Member Dix, seconded by Council Member Hurtado, to waive first reading and introduce Ordinance No. 2019-006, An Ordinance Of The City Of Kingsburg Adding Chapter 12.26 To Title 12 Of The Kingsburg Municipal Code Pertaining To Skate Parks, with the addition of scooters and wheelchairs, and pass to a second reading with the following recital constituting reading the title of the Ordinance:

“AN ORDINANCE OF THE CITY OF KINGSBURG
ADDING CHAPTER 12.26 TO TITLE 12 OF THE
KINGSBURG MUNICIPAL CODE PERTAINING TO SKATE PARKS”

The motion carried by unanimous voice vote.

Council Reports and Staff Communications

Community Services Commission- Council Member North reported that they have a meeting next week. They will be talking about Athwal Park trash cans and recycle for downtown.

Public Safety Committee – Council Member Palomar reported that they met last Wednesday. They are going to be making recommendation to the Traffic Committee concerning repainting crosswalks, especially at 6th and Kern and Stroud and 14th, and flashing pedestrian signs.

Chamber of Commerce – Council Member Hurtado reported that they profited \$8,000 from the Crawfish Festival. Ladies night out was successful. Veterans Day breakfast will be this Saturday at 8:55 A.M.

Economic Development Committee – City Manager Alexander Henderson reported that they haven't met.

Finance Committee – Council Member Dix reported that they haven't met.

Planning Commission – City Manager Alexander Henderson reported that there is nothing for the agenda, so the next meeting is cancelled.

South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA) Council Member Dix reported that the approved GSP outreach meeting was tonight.

City Manager's Report – City Manager Alexander Henderson reported that the City received a Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. He said that Finance Director Alma Colado worked hard on this document and should be commended. Council said congratulations. Mr. Henderson said that there is still no news from the State on the Prop 56 grant.

Other Business that may come properly before the City Council

Council Member Hurtado asked if there was an update for T-Mobile. City Manager Alexander Henderson stated that the Federal Government have approved the merger. Some of states that formed a lawsuit to block the merger have left, but not California. The Lawsuit is due to trial in December.

Mayor Roman asked about decorating and riding in the Dala Trolley for the Santa Lucia parade. Council said yes.

Council Member North suggested developing a City Council Google Calendar so that when Members have an event that they get invited to, the other Council Members can plan. Council Member Dix said that he thinks the calendar is a good idea.

Council Member North asked City Attorney Michael Noland to review the different instances for when it is ok to have two members and more. Mr. Noland said that he will write a Brown Act Memo.

The Youth Commission was brought up. The City Attorney said that the Youth Commission would have to go through the proper sets and would be handled like any other committee. Mayor Roman said that it can be under the Community Service Commission.

Future Agenda Items - None

Adjourn Regular Kingsburg City Council Meeting. Mayor Roman adjourned the meeting at 8:08 P.M.

Submitted by:

Abigail Palsgaard, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: gracer
Printed: 11/15/2019 11:08 AM



City of Kingsburg
1401 Draper Street
Kingsburg, CA 93631-1908
(559)897-5821

Check No	Vendor No	Vendor Name	Check Date	Check Amount
76745	3006	AIRGAS NCN	11/01/2019	143.71
76746	4061	MARSHA ALVES	11/01/2019	76.00
76747	3663	APOLLO CONSTRUCTION SVC'S.	11/01/2019	200.00
76748	3027	AT & T	11/01/2019	260.71
76749	3030	AT&T MOBILITY	11/01/2019	346.14
76750	3449	BLUE SHIELD OF CALIFORNIA	11/01/2019	39,761.16
76751	3634	RYAN BOYD	11/01/2019	100.00
76752	3054	BSK ASSOCIATES	11/01/2019	2,005.00
76753	3062	CALIFORNIA PEACE OFFICERS' ASSO	11/01/2019	100.00
76754	3704	CANON FINANCIAL-EQUIPMENT SAL	11/01/2019	209.99
76755	3067	CARDMEMBER SERVICE	11/01/2019	8,509.01
76756	3068	BARBARA CARPENTER	11/01/2019	900.00
76757	3069	CASCADE FIRE EQUIPMENT	11/01/2019	10,834.31
76758	3074	CENTRAL SANITARY SUPPLY	11/01/2019	271.22
76759	3551	CENTRAL VALLEY TOXICOLOGY	11/01/2019	500.00
76760	3094	CITY OF KINGSBURG-CITY HALL	11/01/2019	728.99
76761	3114	8155 50 019 0015979 COMCAST-F & A	11/01/2019	463.06
76762	3685	COMMUNITY MEDICAL CENTER	11/01/2019	175.00
76763	3190	ITSD-DATA PROCESSING SERVICES C	11/01/2019	949.21
76764	3139	DAVID TAUSSIG & ASSOCIATES, INC	11/01/2019	492.50
76765	3142	DELRAY TIRE & RETREADING	11/01/2019	2,489.57
76766	3147	DIVISION OF STATE ARCHITECT	11/01/2019	29.20
76767	3816	SHERMAN DIX	11/01/2019	16.00
76768	3155	ELBERT DISTRIBUTING, INC.	11/01/2019	95.61
76769	3540	FAILSAFE TESTING	11/01/2019	433.60
76770	3174	FIRECREST DESIGNS	11/01/2019	1,506.03
76771	4130	FLOYD JOHNSTON CONSTRUCTION	11/01/2019	125,454.39
76772	3199	FMAAA	11/01/2019	243.02
76773	4146	GREGORY D. REIBER, M D	11/01/2019	1,050.00
76774	3994	GUARDIAN	11/01/2019	5,798.55
76775	3221	ALEX HENDERSON	11/01/2019	60.00
76776	3222	HENRY SCHEIN, INC.	11/01/2019	359.17
76777	3225	HOME DEPOT CREDIT SERVICES	11/01/2019	112.19
76778	3860	JAS PACIFIC	11/01/2019	14,504.42
76779	3240	MAGNOLIA JIMENEZ	11/01/2019	100.00
76780	4034	JJR MANAGEMENT SERVICES	11/01/2019	14,038.14
76781	3244	JORGENSEN & CO.	11/01/2019	764.79
76782	3250	KELLER FORD LINCOLN	11/01/2019	50.00
76783	3253	KINGSBURG CHAMBER OF COMMERCE	11/01/2019	2,750.00
76784	3269	LAW & ASSOCIATES	11/01/2019	600.00
76785	3277	LINCOLN AQUATICS	11/01/2019	1,559.88
76786	4147	MV PUBLIC TRANSPORTATION, INC.	11/01/2019	280.50
76787	3961	OoSoSHARP, LLC.	11/01/2019	2,541.37
76788	3315	P G & E	11/01/2019	7,097.99
76789	3450	ABIGAIL PALSGAARD	11/01/2019	305.35
76790	3324	PHYSIO CONTROL, INC.	11/01/2019	2,998.80
76791	3337	PROVOST & PRITCHARD	11/01/2019	7,000.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
76792	3343	R & B COMPANY	11/01/2019	938.38
76793	3369	SILVAS OIL COMPANY, INC.	11/01/2019	3,216.68
76794	3378	STAPLES ADVANTAGE	11/01/2019	3,714.00
76795	3381	STATE OF CALIFORNIA-D O T	11/01/2019	2,321.52
76796	4129	STEVE DOVALI CONSTRUCTION	11/01/2019	259,722.00
76797	4028	SUPERIOR POOL CARE	11/01/2019	2,600.00
76798	3506	TOSHIBA FINANCIAL SERVICES	11/01/2019	691.99
76799	3413	UPS	11/01/2019	22.84
76800	3416	VERIZONWIRELESS	11/01/2019	1,243.16
76801	3419	VIKING CLEANING SERVICE	11/01/2019	3,226.02
76802	3493	VILLAGE TIRE SALES	11/01/2019	181.31
76803	3429	WILLDAN FINANCIAL SERVICES	11/01/2019	9,366.95
76804	3448	CHRISTINA WINDOVER	11/01/2019	35.00
76805	3430	WONG, ANDY & BETTY	11/01/2019	2,600.00
Total for 11/1/2019:				549,144.43
76806	3067	CARDMEMBER SERVICE	11/04/2019	9,823.79
76807	3179	LEE FORLINES	11/04/2019	2,060.00
Total for 11/4/2019:				11,883.79
ACH	3470	Internal Revenue Service - ACH	11/08/2019	940.37
ACH	3471	Employment Development Department - A	11/08/2019	122.53
ACH	3472	CalPERS - ACH	11/08/2019	123.36
ACH	3231	ICMA RETIREMENT CORPORATION - V	11/08/2019	484.20
ACH	3470	Internal Revenue Service - ACH	11/08/2019	42,672.04
ACH	3471	Employment Development Department - A	11/08/2019	7,176.89
ACH	3472	CalPERS - ACH	11/08/2019	30,475.96
ACH	3475	Empower	11/08/2019	2,986.53
ACH	3476	CHILD SUPPORT STATE DISBURSEME	11/08/2019	505.84
ACH	3526	Public Employees Retirement System 457 I	11/08/2019	20.00
76808	3716	FRANCHISE TAX BOARD STATE OF C/	11/08/2019	200.00
76809	4149	US DEPARTMENT OF EDUCATION AW	11/08/2019	313.03
Total for 11/8/2019:				86,020.75
Report Total (75 checks):				647,048.97

ORDINANCE NO. 2019-006

**AN ORDINANCE OF THE CITY OF KINGSBURG
ADDING CHAPTER 12.26 TO TITLE 12 OF THE
KINGSBURG MUNICIPAL CODE PERTAINING TO SKATE PARKS**

The City Council of the City of Kingsburg does hereby ordain as follows:

Section 1. Chapter 12.26 is hereby added to Title 12 of the Kingsburg Municipal Code to read as follows:

Chapter 12.26
SKATE PARKS

Sections

12.26.010 Skate park designated.

12.26.020 Required riding equipment in skate parks.

12.26.030 Permitted uses.

12.26.040 Unlawful uses of the Skate Park.

12.26.050 Skateboarding and in-line skating a hazardous recreational activity.

12.26.060 Posting skate park.

12.26.070 Definitions.

12.26.080 Enforcement.

12.26.010 Skate park designated.

The city maintains a skate park facility (hereinafter "skate park") located at the Athwal recreation park located next to Reagan School in Kingsburg, California for the purpose of riding only skateboards, rollerskates and in-line skates.

12.26.020 Required riding equipment in skate parks.

It is unlawful for a person to ride or use a skateboard, rollerskates or in-line skates (as such terms are defined in Section 12.26.070) in the skate park unless a person is wearing a helmet, elbow pads and knee pads and where the skate park has a sign posted that provides that anyone riding a skateboard, rollerskates or in-line skates in the skate park must wear a helmet, elbow pads and knee pads or be subject to citation.

12.26.030 Permitted uses.

Only skateboarding, rollerskating and In-line skating shall be permitted in the skate park.

12.26.040 Unlawful uses of the skate park.

Within the skate park, it shall be unlawful for any person to:

A. Place or utilize additional obstacles or other materials (including but not limited to ramps or jumps) within the skate park.

B. Use the skate park amenities when the surfaces of the amenities are wet or other conditions exists which would adversely affect the safety of skateboarders or skaters.

C. Enter the skate park unless actively skateboarding or skating in accordance with the provisions of this chapter.

D. Use, consume, or have within his or her custody or control, alcohol, tobacco products, vaping products or illegal drugs within the skate park.

E. Enter upon the skate park while under the influence of alcoholic beverages or illegal drugs.

F. Use or possess glass containers, bottles, or other breakable glass products within the skate park.

G. Use or engage in profanity, reckless and boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, harassment or bullying) or any activity which could endanger the safety of persons using the skate park or spectators.

H. Engage in graffiti, tagging, or other defacing of any city property, including without limitation the skate park amenities, or the properties of others;

I. Ride, operate, or utilize any device other than a skateboard, rollerskates, or in-line skates (prohibited devices include, but are not limited to, bicycles, motor vehicles, or motorized skateboards and skates) in the skate park.

J. Bring pets within the skate park.

K. Use or occupy the skate park before 7:00 a.m. or after dark. Use of the skate park is strictly prohibited when the facility is closed.

12.26.050 Skateboarding and in-line skating a hazardous recreational activity.

Skateboarding, rollerskating and in-line skating at the skate park represents a hazardous recreational activity for participants and the city will not be liable for injuries incurred by persons participating in the hazardous recreational activity in the skate park.

12.26.060 Posting skate park.

The community services department shall cause a sign or signs to be posted at the skate park providing reasonable notice of the requirements of Section 12.60.020 and stating that any person failing to comply will be guilty of an infraction and subject to citation.

12.26.070 Definitions.

As used in this chapter, the following terms are defined in this section:

“In-line skate” means any vehicle, device, or contrivance with any number of wheels in a straight line attached to a shoe, or other foot gear, and in-line scooters, which is designed to be, or can be, propelled by human power, and which are not defined as a bicycle by the California Vehicle Code. The term in-line skate does not include motorized in-line skates or motorized in-line scooters.

“Rollerskate” means any vehicle, device, or contrivance with any number of wheels attached to a shoe, or other foot gear, which is designed to be, or can be propelled by human power, and which is not defined as a bicycle by the California Vehicle Code. The term rollerskate does not include motorized roller skates.

1 "Skateboard" means any vehicle, device, or contrivance with any number of wheels, with a
2 riding surface of any design, upon which a person may place one or more feet, and which is
3 designed to be, or can be propelled by human power and wheelchairs designed to be, or can
4 be propelled by human power, and which are not defined as a bicycle by the California Vehicle
5 Code. The term skateboard does not include motorized skateboards or motorized wheelchairs.

6 **12.26.080 Enforcement.**

7 Violation of any provision of this Chapter shall be subject to the provisions of Chapters 1.16
8 and 1.20 of Title 1 of this code.

9 **Section 2.** This ordinance shall take effect thirty (30) days after its passage and shall be
10 published in the Kingsburg Recorder within fifteen (15) days after its passage.

11 Passed and adopted by a regular meeting of the City Council of the City of Kingsburg, duly
12 called and held on the 20th day of November, 2019, by the following vote:

13 Ayes: Council Member(s):
14 Noes: Council Member(s):
15 Absent: Council Member(s):
16 Abstain: Council Member(s):

17 APPROVED:

18 _____
19 Michelle Roman, Mayor

20 ATTEST: _____
21 Abigail Palsgaard, City Clerk

22 STATE OF CALIFORNIA)
23 COUNTY OF FRESNO) ss
24 CITY OF KINGSBURG)

25 I, Abigail Palsgaard, City Clerk of the City of Kingsburg do hereby certify that the foregoing
26 Ordinance was duly introduced at a regular meeting of the City Council of the City of Kingsburg
27 on the 6th day of November, 2019, and it was duly passed and adopted at a regular meeting of
28 said City Council held on the 20th day of November, 2019.

DATED: November ____, 2019 _____
Abigail Palsgaard, City Clerk



Meeting Date: 11/20/2019
Agenda Item: 4.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Abigail Palsgaard, City Clerk, CMC

REVIEWED BY: AH

AGENDA ITEM: Document Retention Schedule

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

Over the past year Staff has been collaborating on a comprehensive retention schedule that will set policy for when a document can be destroyed. All departments reviewed the Retention Schedule and this is the final draft. There are some documents listed as example documents that may not exist today (for example video recording of council meetings) but may exist in the future. Instead of constantly revising the Retention Schedule, we decided to leave in the potential documents.

RECOMMENDED ACTION BY CITY COUNCIL

1. Staff recommends approving the Retention Schedule as presented.

POLICY ALTERNATIVE(S)

1. Council could choose not to approve the Retention Schedule or seek modification(s).

STRATEGIC GOAL(S) MET:

1. Promote Sustainable Growth

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

ATTACHED INFORMATION

1. Retention Schedule

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
001	All Departments	Agreements, Contracts and Leases - Equipment, Goods and Services	Executed agreements, contracts, leases (which includes any type of contract, such	Addendums Amendments Attachments / Exhibits Bids, Awards (Accepted) Certificates of Insurance Change Orders Delivery Records Disclosures Exhibits Franchise Agreements (Solid Waste, Recycling) Leases Letters of Intent License Agreements, Licenses Memoranda of Agreement (MOAs) Memoranda of Understanding (MOUs) Price Lists Proof of Insurance Certificates Purchase Orders Purchasing Cards/CalCards Purchasing Package Quotations Receiving Reports Requests for Information (RFI) Requests for Proposal (RFP) Requests for Quote (RFQ) Requisitions Scorecards Specifications Statements of Work (SOW) Warranties	LI+5Y	CA - CCP 337 - (4Y) CA - CCP 343 - (4Y) CA - GOV US - 26 CFR 31.6001-1 - (CU+4Y) US - 29 CFR 516.5 - (3Y) US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y) US - 49 CFR 107.504 - (CL+2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
002	All Departments	Asset Management, Maintenance	Records related to the management and maintenance of City assets (personal and real property), including equipment, vehicles, and infrastructure assets.	California Bureau of Automotive Repair (BAR) Smog Records California Highway Patrol Biennial Inspection Terminal (BIT) Records Equipment Accident Reports Equipment Certifications (radar guns, LIDAR guns, personal alcohol screening devices, in-car video surveillance devices, mobile video devices) Horticulture Irrigation in parks and right-of-ways Landscaping Maintenance and Repair Work Orders Maintenance Reports (buildings, parks, streets, sidewalks) Motor Vehicle Records and Reports Pipes Playground Equipment Playground Inspections Pumps Registrations, Operating Permits Rental Work Orders Service Calls Sidewalks Street Lights Street Sweeping Street Tree Program / Tree Requests Tax Exemption Certificates Trees Vehicles/ Fleet (Accident Reports, Auctions, Certificates of Insurance, Inspections, License Plates, Logs, Pool Tickets, Repair Orders)	LI*+5Y	CA - CCP 337 - (5Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6501 - (CU+3Y) US - 26 CFR 301.6501 - (CU+3Y)	* LI = Life of Asset
003	All Departments	Business Continuity Records	All documentation for dealing with disasters and/or system failures.	Business Continuity Plans Disaster Preparedness Disaster Recovery Plan Drill Records Emergency Contact Lists, Employee Lists, Roster of Workers Emergency Evacuation Procedures Emergency Operations Center Emergency Preparedness Emergency Response Emergency Services Hazardous Materials Response Planning	S+2Y	CA - GOV 34090 - (2Y)	
004	All Departments	Community Outreach, Media and Public Relations	External-facing communications, advertising and press relations materials, including documentation of outreach activities/events held in cooperation or for the benefit of the local community.	Brochures FAQs Mailers Media Packets, Releases, Kits Press Kits Public / Media Inquiries Public Information / Outreach / Education Publications Produced by the City Publicity Files	CU+2Y	CA - GOV 34090 - (2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
5				Social Media Documentation			
006	All Departments	Department Administration	General internal administrative records of City departments, including: - Documentation of department activities - Routine reports generated by the City - Information captured on a log or a list - Correspondence, memos, notes and emails that do not require acknowledgment and do not pertain to another category - Department projects	Auditing, Accounting Matter Complaint Logs City Generated Routine Studies / Reports Consultants Department Administrative Documents (calendars, committees, goals, objectives, meeting agendas, meeting minutes, meeting tapes/recording, plans) Economics Employee Communication Letters (announcements, new programs, notices) Form Letters General Reporting Growth Management In-House Committees / Employee Committees Indexes Joint Planning Projects City/County Logs (case number, daily DR#, subpoenas received) Office Files, Office Manager Files Positive Feedback Project Files (reporting, studies) Project/Program Plan Risk Management Sister City Program (Sunne Sweden) Subject Files Supplies Management Surveys / Questionnaires (traffic counts, speed surveys) Travel and Itineraries Volunteer Programs Working Files, Workpapers	CL+2Y	CA - GOV 34090 - (2Y)	
007	All Departments	Meetings - Audio/Video Records	Audio and Video Recordings of City Council and their governing boards	Audio and Video Recordings for: City Council of the City of Kingsburg Successor Agency to the Kingsburg Community Redevelopment Agency ("Successor Agency").	7Y	CA - GOV 54953.5(b) - (30D)	
008	All Departments	Meetings - Audio/Video Records	Audio and Video Recordings of City Commission and City committees.	Audio and Video Recordings - Commissions, Committees, and boards	7Y	CA - GOV 54953.5(b) - (30D)	
009	All Departments	Organization Charts	Documents that depict the departmental and reporting structure of the City government.	Org Charts	S+2Y	CA - GOV 34090 - (2Y)	
010	All Departments	Permissions, Releases	Records of permissions and releases for publications and logos.	Publication Permissions/Releases Logo Permissions/Releases	2Y	CA - GOV 34090 - (2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
011	All Departments	Policies, Procedures and Plans	All administrative documentation of City policies and procedures.	Administrative Policies Directives Guidelines Five-Year Plans Handbooks Policies* Procedure Manuals Procedures Program / Initiative Plans Standards Treatment Plans	S*+5Y	CA - GOV 34090 - (2Y) US - 26 CFR 31.6501 - (CU+3Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1627.3 - (T+1Y) US - 29 USC 1059 - (T+1Y)	*Police General Orders are retained permanently. * Policy approved by a legislative body is retained permanently (See Legislative - Public Meetings of Legislative Bodies)
012	All Departments	Procurement - Agreements and Contract <u>Not</u> Awarded	Records and information created or retained in the preparation of purchasing or acquisition of goods and services, but where the purchase order, contract, or agreement was not awarded.	Bids, Awards (Unaccepted, Rejected) Exhibits Price Lists Quotations Requisitions Requests for Information (RFI) Requests for Proposal (RFP) Requests for Quote (RFQ) Scorecards Specifications	CU+2Y	CA - GOV 34090 - (2Y)	
013	All Departments	Records, Information Management	Documentation of the compliance with Records and Information Management policy and procedures.	Certificates of Destruction Document Hold Notices, Updates Inactive Records Storage Information Lists of Stored / Destroyed Records Records Transfers (to storage, to other depts.)	CL+10Y	CA - CCP 315 - (LA10Y) CA - CCP 337 - (4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001-1 - (CU+4Y) US - 26 CFR 301.6501 - (CU+3Y) US - 40 CFR 70.6 - (CL+5Y) US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y) US - 49 CFR 107.504 - (CL+2Y)	
014	All Departments	Regulatory Reporting for Human Resources	Official non-financial Human Resources reports issued by City organizations to comply with regulatory requirements.	EEOC Reports Labor Reports OSHA 300 Reports	5Y	CA - GOV 34090 - (2Y) US - 29 CFR 405.9 - (5Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1602.30 - (3Y) US - 40 CFR 141.155 - (3Y)	
015	All Departments	Service Issues, Complaints	Documentation regarding department complaints and related requests for service.	Complaints Issues Log Trouble Reports	CL+2Y	CA - GOV 34090 - (2Y)	
016	All Departments	Shipping and Receiving	Records related to the shipping and receiving of products.	Bills of Lading Freight Bills Manifests, Transfer Logs Waybills	CL+2Y	CA - GOV 34090 - (2Y)	
017	City Clerk	Lobbying Activities	Records and information related to the registration and activities of lobbyists on behalf of the City.	Expenditures Registrations Reports (lobbyist activities)	CU+7Y	CA - GOV 81009(b) - (5Y) CA - GOV 81009(e) - (7Y) US - 11 CFR 102.9 (3Y) US - 11 CFR 104.14 (3Y)	
108	City Clerk	Prop 218 Protest Procedure	Records related to administration of notifications and protests associated with taxes, assessments, and fees subject to Prop 218.	Ballots Engineer's Report Notices Protest Letters Public Hearing Material	PR	California Constitution Art. XIII	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
019	City Clerk	Public Information	Records requested by the public, required for provision to the public, and related inquiries.	Collection Lists Formal Public Records Requests Inquiries Maddy Act Lists	CL+2Y	CA - GOV 34090 - (2Y)	
020	City Clerk	Statements of Economic Interest	Forms mandated by state law related to economic interests of certain employees, elected or appointed officials, or consultants.	Form 700 Form 801 Form 802 Form 806	CL+7Y	CA - GOV 34090 - (2Y) CA - GOV 81009 (4Y, 7Y)	
021	City Manager	Economic Development Programs and Services	Records and information documenting the City's economic development programs. NOTE: Documentation related to fees are covered under Finance (see Finance - Fee and Assessment Maintenance and Collection" below).	Business Promotion, Programs Business, Recruitment Programs, Community Activities, Demographics Economic Development Programs, Economic Development Strategy, Parking Management Strategies, Incentive Programs Downtown Business Improvement District	CL+10Y	CA - CCP 337.15 - (LA10) CA - GOV 34090 - (2Y)	
022	Community Services	Parks and Recreation Facility Rentals	Records and information documenting the City's parks and recreational programs and services.	Facility Rentals (use applications, permits, reservation books, insurance certificates, users, reports) Waivers of Liability	CL+4Y	CA - CCP 337 - (4Y) CA - CCP 338 - (3Y) CA - GOV 34090 - (2Y)	
023	Community Services	Parks and Recreation Programs and Services	Records and information documenting the City's parks and recreational programs and services.	Adopt-a-Planter Program Adult Services Programs / Classes Applications Aquatics Cultural Activities Programs / Classes Program/Event Evaluations Recreation Schedules Registrations Forms Special Events Special Programs Special Recreation Programs / Classes Sports Groups / Sports Alliance Groups Sports and Fitness Leagues Teen Services Programs /Permits Youth Services Programs / Classes Waivers Withdrawal Forms	CL+2Y	CA - GOV 34090 - (2Y)	
024	Compliance	Code Compliance and Enforcement, Non-Real Property	Records and information documenting compliance with non-structural City codes, including violations.	Appeals Citations Inspections / Enforcement (Business, Residential) Investigations Notices of Violation Photographs Vehicle Abatement (abandoned vehicles) Violations Weed Abatement	CL*+3Y	CA - GOV 34090 - (2Y) US - 40 CFR 122.21 - (3Y) US - 40 CFR 122.41 - (3Y)	* Case remains open until all issues have been satisfactorily resolved and closed.
025	Compliance	Code Compliance and Enforcement, Real Property	Records and information documenting compliance with structural City codes, including violations.	Appeals Citations Compliance with Conditions of Approval Inspections / Enforcement (Business, Residential) Investigations Notices of Violation Photographs Red Tags Violations Weed Abatement Zoning Compliance Certificates	PR	CA - GOV 34090 - (2Y) CA - HSC 19850 - (LI) US - 40 CFR 122.21 - (3Y) US - 40 CFR 122.41 - (3Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
026	Elections	Election Records - Administrative Reference Files	Background files for City initiatives, recalls, referenda, elections, and other election- related materials that are needed for reference but do not contain enduring historical information.	Non-municipal election files Research Notes	CL+2Y	CA - GOV 34090 - (2Y)	
027	Elections	Election Records - Committees	Records and information related to the filing of FPPC forms for Political Action Committees and General Purpose Committees.	FPPC Series 400 Forms	T+7Y	CA - GOV 81009 (c) - (7Y)	
028	Elections	Election Records - Elected Mayoral or City Councilmembers	Records and information related to the filing of campaign and election documentation by candidates for mayor or city council, who are elected to City offices.	Campaign Disclosures, Nomination Papers Campaign Statements	PR	CA - GOV 81009(b) - (PR)	
029	Elections	Election Records - Initiative, Recall, or Referendum	Records that document or are related to the submission and processing of initiative, referendum, recall, or ballot measures.	City Attorney Opinions Ballot Measure (Arguments For / Against, Full Text, Rebuttals, Impartial Opinion) Election Results Petition Administration	PR*	CA - ELEC 17200 - (8 Months) CA - ELEC 17400 - (8 Months) CA - GOV 81009 (f) (g) - (4Y), (2Y)	* Petitions are retained 8 months after final examination of the petition by the City Clerk (see "Elections - Election Records - Petitions" below)
030	Elections	Election Records - Nomination Documents In Lieu of a Filing Fee	Records and information related to the filing of nomination papers and petitions in lieu of filing fee.	Nomination Papers Petitions in Lieu of Filing Fee Supplemental Nomination Papers	T*+4Y	CA - ELEC 17100(a) - (T+4Y)	* T = Termination of term of office
031	Elections	Election Records - Not Elected Mayoral or City Council Candidates	Records and information related to the filing of campaign and election documentation by candidates for mayor or city council, but who are not elected .	Campaign Disclosures, Nomination Papers Campaign Statements	CL+5Y	CA - GOV 81009(b) - (5Y)	
032	Elections	Election Records - Petitions	Petitions related to initiatives, recalls, or referenda.	Petitions (signed)	8 Months*	CA - ELEC 17200 - (8 Months)	*After final examination of the petition by the City Clerk
033	Finance	Abandoned Property, Escheat	Records and information pertaining to unclaimed funds and warrants held in trust by the City.	Cancelled Checks (escheat) Uncashed Checks Unclaimed Funds	CL*+5Y	CA - CCP 1513 - (3Y) US - Uniform Unclaimed Property Act (1995), Section 3 - (10Y)	* After escheat action is taken
034	Finance	Accounts Payable	Records and information related to the accounting of monies paid by the City including payment for financial obligation.	Aging Reports Check Listing Credit Memos DE542 (Report of Independent Contractors) Employee Expense Reports, Reimbursements Form 1099 Records Form W-9 Records Housing Check Run Reports Invoices and Vouchers Payables Package, Receipts Payments Petty Cash Data Purchasing Card Expense Reconciliation/Allocations Purchasing Card Slips, Statements	AU+10Y	CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 - (CU+4Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
				Refunds Sales and Use Taxes Paid Tuition Reimbursements Voided Checks			
035	Finance	Accounts Receivable and Collections	Records and information related to the accounting of monies billed and/or earned, payments received by the City for services, fines, fees, etc., and information generated and/or collected in the tracking of debtor, depositor, donor, etc. transactions and balances.	Aging Reports Assessments (lighting & maintenance districts financial records) Business License Taxes Cash Records (cash count reports, cash flow book information, cash disbursement, cash register receipts, cash receipts) Check Listing Facilities Fees FEMA/OES Reimbursements General Fund Taxes Fresno County Assessor/s Reports - City Assessments Petty Cash Data Property Taxes Receivables Package, Receipts Reconciliations Transient Occupancy Taxes Utility Billing Water Billing (registers, adjustments, deposit reports, customer accounts, payment stubs)	AU+10Y	CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 - (CU+4Y)	
036	Finance	Audits (Internal, External)	Records and information related to auditing activities, including reviewing and documenting operational, compliance, or financial information created as a part of an audit.	Annual Audit Reports Audit Files, Plans Audit, Auditors Reports Audit Schedules Audit Workpapers General Purpose Financial Audits, Single Audits Improvement Plans Investigations, Workpapers Management Responses Observations Recommendations Remediation Plans / Results Responses	AU+10Y	CA - GOV 34090 - (2Y) US - 26 USC 6531 - (TAX+6Y)	
037	Finance	Bank Account Information	Records and information related to banking authorities, activities, transactions and correspondence. This category includes reconciliations.	Bank Account Administration Bank Statements (All Agencies) Checks, Canceled Check Copies	AU+10Y	CA - GOV 34090 - (2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
				Check Registers, Journals Corrections / Returns / Adjustments Deposit Permits Deposits Electronic Banking Transactions Reconciliations Signature Cards Transfers Treasurer Receipts Wire Transfers Credit Card Merchant Activity Statements			
038	Administrative Services	Benefit Plan Operations	Records and information of operational activities performed to maintain and provide employee benefits.	Carrier Reporting, Performance COBRA Rates, Records, Histories Group Insurance Cost Data	LI+6Y	US - 29 USC 1027 - (6Y) US - 29 USC 1059 - (T+1Y) US - 29 USC 1113 - (LA6Y) US - 29 USC 1451 - (LA6Y) US - 29 CFR 4007.10 - (6Y) US - 29 CFR 4041.5 - (LI+6Y)	
039	Administrative Services	Benefit Plans	Plans established to provide employee benefits and associated administrative documents.	Employee Assistance Program (EAP), Employee Benefit Plans PERS Actuarial Reports, Retirement System Summary, Plan Descriptions	LI*+6Y	US - 29 USC 1027 - (6Y) US - 29 USC 1059 - (T+1Y) US - 29 USC 1113 - (LA6Y) US - 29 USC 1451 - (LA6Y) US - 29 CFR 4007.10 - (6Y) US - 29 CFR 4041.5 - (LI*+6Y)	* LI = Life of Plan or System
040	Finance	Budget Planning and Workpapers	Records and information regarding the development of City, agency, assessment district, special district, council, commission or departmental budgets.	Budget Planning Documents Budget Working Files Budget Workpapers, Worksheets Gann Limit Annual Review Revenue/Expenditure Reports Trial Balance/Balance Sheets (Finals)	CU+2Y	CA - GOV 34090 (2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
041	Finance	Debt, Investments	Records and information relating to analysis of City financing and investment activities.	Amortization Schedules Bonds (continuing disclosures, bond rating reports, official statements) Bonded Indebtedness Cash Bonds Certificates of Deposit (CDs) Certificates of Participation Direct Investments Due Diligence Exempted Securities Financial Investment Planning Investment Loans to Other Agencies Investment Performance Reporting Investment Reporting Loans (debt state loans, water (Alston & Imola)) Local Agency Investment Fund (LAIF) Long Term Debt Money Manager Statements Payment History/Schedules Performance Bonds, Letters of Credit Portfolio Management, Quarterly Reviews Revenue Bonds (housing, city mortgage) Returns Management Security Instruments Stock / Equity / Debt Issuance, Repurchase Records Trust Accounts	M*+10Y	CA - CCP 336 - (5Y) CA - CCP 337 - (4Y) CA - CCP 337.5 (10Y) US - 26 CFR 31.6001 (CU+3Y) US - 26 CFR 301.6501 (CU+3)	* Maturity includes cancellation and redemption
042	Administrative Services	Employee Benefit Files	Employee election (selection), enrollment or termination forms and related correspondence, including transmissions to carriers of additions, changes, claims and deletions (includes employee medical records subject to HIPAA requirements).	Actuarial Analysis for Benefit Reserves and Accounting Appeals Benefits Files, Contract Copies, Enrollments, Appeals Beneficiary Designations Death Claims, Life Event Documents Disability Claims Employee Cost-Sharing Amounts Employment Authorizations, Terminations, Confirmations, Status Changes, Coverage Changes Flexible Spending Enrollment Medical Billing Statements Pension Plan Applications, Claims	CL*+6Y	CA - 22 CCR 1085-2 - (4Y) CA - GOV 12946 - (2Y) US - 26 CFR 301.6501 - (CU+3Y) US - 29 CFR 516.6 - (2Y) US - 29 CFR 825.500 - (3Y) US - 29 USC 1027 - (6Y) US - 29 USC 1059 - (T+1Y) US - 29 USC 1113 - (LA6Y) US - 29 USC 1451 - (LA6Y) US - 29 CFR 4007.10 - (6Y)	* A small number of older retirees have medical insurance coverage for as long as they live. Retention for these records is Termination of Employee + 50 years (T+50Y).

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
043	Finance	Fee and Assessment Maintenance and Collection	Records and information documenting general calculation, maintenance, and administration of City fee collections. Fees include: - Assessment District Fees - Building Permit Fees - Copying Fees - Candidate Filing Fees - Encroachment Fees - Facility Fees - Grading Fees - Development Impact Fees - Inspection Fees - Oversize/Overweight Permit Fees - Parking Citations and Fines (reports, related information) - Plan Review Fees - Property Fees - Recreation Fees - Traffic Fees - Water Systems (including irrigation) Fees	Fee Studies Adopted Fee Schedules, Landscape Maintenance District Community Facilities District, Downtown Business Improvement District	LI*+10Y	CA - GOV 34090 - (2Y)	* Life of Facility
044	Finance	Financial Reporting - Annual, Official, Periodic	Issued and official periodic financial reports, whether required by regulations or generated to track financial transactions and achievements by the City.	Annual Report of Financial Transactions To State Annual State Controller Filings Audited Financial Statements/CAFR Workpapers U.S. Equal Employment Opportunity Commission (EEOC) Reports PERS Reports Payroll Reports (HRA, RMT, ICMA 457 accounts, Nationwide, deferred compensation) Quarterly Investment Report Revenue/Expenditures Reports Self Insurance Reports State Controller's Report Workers Compensation Reports	AU+2Y	CA - GOV 34090 - (2Y) US - 26 CFR 1.1461-2 - (CU+1Y)	
045	Finance	Financial, Strategic Planning	Records and information relating to financial planning.	Business Plans Financial Plans Forecasts Strategic Plans	CU+10Y	CA - GOV 34090 - (2Y)	
046	Finance	Fixed Asset Financial Transactions	Records and information related to the ownership, transfer, acquisition, disposition, capital leased, or improvement of fixed assets (Personal Property, Real Property*, and Equipment) owned by or used by the City.	Acquisitions Amortization Asset Retirement Records Dispositions Capital Asset Records Capital Improvements Depreciation Schedules Equipment Rental/Usage Reports Fixed Asset Reports Fixed Asset Ledger Fixed/Capital Asset Accounting Possessory Interest Sales Valuation Information	LI*+10Y	CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y)	* LI = Life of Asset * Real Property is retained Permanently
047	Finance	General Ledger Fund Files	Records and information related to the establishment of City funds.	Fund Files	PR	CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 (CU+4Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
048	Finance	General Ledger Summary Reports and Downloads	Records and information related summaries and financial system generated data.	Downloads / Data Exports Summary Reports	AU+10Y	CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 (CU+4Y)	
049	Finance	General Ledger, Journal Entries, Budget Adjustments	Records and information related to the transfer of charges between accounts and summaries of account information, including year end summaries of general ledger transactions.	Account Ledgers Sub-Ledgers Budget Adjustments Balance Sheets Cash Journal Entries Chart of Accounts Expenditure Reports General Ledger Journal Entries and Backup Documentation Revenue Trial Balance Year -End / Account Detail History Report	AU+10Y	CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 (CU+4Y)	
050	Finance	Grants and External Funding Sources	Documents the application, evaluation, awarding, administration, monitoring, reporting, and status of grants and other funding sources in which a local government entity is the recipient, grantor, allocator, or administrator. Includes: - Community Development Block Grant (CDBG) - Combined Federal, State, Local Grants - Enterprise Funds (water, waste, housing) - Federal Grants - Local Grants - State Grants - Transportation Agency Funding	Applications (including project proposals) Audits Award Notification Budget Tracking Reports Grant Administration Grant Funding Grant Evaluations Program Rules, Regulations, Procedures Property Taxes Funding Reports to Funding Agencies	CL*+5Y	CA - GOV 34090 - (2) US - 2 CFR 200.333 - (LA+3Y)	*Unsuccessful applications are retained CU+1Y. *Grants covered by a Consolidated Action Plan are required for 5 years.
051	Administrative Services	Payroll	Records and information related to the accounting of payroll earnings, deductions, and issuance. This also includes records and information reflecting all earnings and benefits paid to each employee, including: - Name, address, SSN - Total amount and date of payments - Period of service covered for each - Withholding - Tax collected	Attendance Records, Corrections Benefit Payments Deduction Registers, Reports Deferred Compensation Employee Deduction Authorizations, Check Information, Extra Help Reports Employee Master Lists, Addresses Extra Help Reports Flex Spending Participant Reports, Garnishment Orders, Receipts P.E.R.S. Reporting Payroll Checks, Copies, Stub Reports Payroll Certifications, Controls Payroll Deduction Authorizations, Garnishments / Liens Payroll Earnings Registers Payroll Tax Returns Posting Tickets Processing Reports, Reports to Government Agencies Salary Schedules State / Federal / Quarterly Payroll Tax Filings Timekeeping Records (Timecards, Time Sheets, Basic Time and Earnings Cards) Unemployment Tax Remittance W-2 W-4 Wage Rate Tables Work Schedules	AU*+5Y	CA - 2 CCR 570.5 - (5Y) CA - 2 CCR 571(b)(1)(E) - (5Y) CA - 22 CCR 1085-2 (c) - (4Y) CA - GOV 12946 - (2Y) CA - LAB 226a (3) CA - LAB 1174 - (3Y) CA - LAB 1197.5 - (LA2Y) CA - UIC 1132 - (LA3Y) US - 26 USC 3301-3311 - (4Y) US - 26 CFR 31.6001 (CU+3Y) US - 26 CFR 31.6001-1 (4Y) US - 29 CFR 516.5 - (3Y) US - 29 CFR 516.6 - (2Y) US - 29 CFR 1620.32 - (2Y) US - 29 CFR 1627.3 - (3Y)	* Life Beneficiary Forms are retained for 2 years past the life of the employee (LI+2Y).

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
052	Finance	Taxes	Records and information related to taxes collected and paid by the City.	Business License Tax, General Fund Taxes, Property Tax Sales/Use Tax, Transient Occupancy Tax, Public Safety Sales Tax	AU+2Y	CA - GOV 34090 - (2Y)	
053	Fire	Arson Investigations	Records and information associated with arson investigations.	Evidence Files Investigations	PR	CA - CCP 340.5 (3Y) CA - GOV 34090 - (2Y) CA - PEN 799 (P) CA - PEN 800 (6Y)	
054	Fire	Fire Equipment	Records and information associated with fire protection and emergency response equipment.	Apparatus and Maintenance Records Certification Binder Equipment Checks Fire Breaks Inventories (apparatus, equipment, fixture) Sprinklers	LI*+2Y	CA - 8 CCR 3203(b)(1) - (1Y) CA - GOV 34090 - (2Y) US - 29 CFR 1910.157 (Life of extinguisher)	* LI = Life of Equipment
055	Fire	Fire Prevention Inspections	Records and information associated with inspections of commercial and residential facilities.	Commercial Facility Files Residential Files	LI*	CA - GOV 34090 - (2Y)	* LI = Life of Building
056	Fire	Fire Prevention Programs	Records and information associated with department programs to protect the City from fires and emergency incidents.	Fire Education	2Y	CA - GOV 34090 - (2Y)	
057	Fire	Employee Training Records	Records of employee training.	Certificates, proof of completions, logs.	T+10Y	NFDA 1401	
058	Fire	Incident Reports	Records and information associated with department responses to fires and emergency incidents, including medical emergencies. All emergency responses (fires, service calls, HazMat, medical, etc.) are maintained in the FireRMS system.	Emergency Medical Services Forms Emergency Services False Alarm Reports Incident Reports Investigation Reports Mandated Reporting: Child Abuse, Elder Abuse Patient Care Reports (PCRs)*	CL**+10Y	CA - 13 CCR 1100.7 (3Y) CA - 17 CCR 1469(11) - (CL+4Y) CA - 22 CCR 70751 - (7Y) CA - 22 CCR 100170 (MAINT) CA - 22 CCR 100171 (MAINT) CA - CCP 340.5 (3Y) CA - GOV 34090 - (2Y) CA - HSC 11191 (3Y) US - 42 CFR 1001.952 - (5Y) US - 45 CFR 164.530 - (6Y)	* PCRs for minors must be retained for CL+7Y or until the minor reaches the Age of Majority Status (18Y), whichever is longer.
059	Fire	Station Activity Records	Records and information created and maintained by the department for activities at the fire station.	Station Logs	10Y	CA - GOV 34090 - (2Y)	
060	Human Resources	Background Checks - Personnel Not Hired	All documentation related to background checks for Applicants and unpaid volunteers that were not hired.		CU+5Y	CA - GOV 12946 - (FR+2Y) CA - GOV 34090 - (2Y)	NOTE: Background checks for personnel hired are part of the personnel file.

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
061	Human Resources	Employee Medical Records regarding exposures to hazardous substances	Documents pertaining to medical records of City employees, including exposure to hazardous substances, drug screens, and workers' compensation (includes employee records subject to HIPAA requirements).	Drug Screening Employee Hazardous Chemical Exposure Employee Medical File Exposure Monitoring Firearms and Field Exposure Hazardous Exposure Material Data Safety Sheets (MSDS) Personnel Files - Medical Radiation Exposure Records Toxic Substance Exposure Records Worker Compensation	T+30Y	CA - 8 CCR 14300.33 - (5Y) CA - 8 CCR 3204 - (T+30Y) CA - 19 CCR 2760.9 - (5Y) CA - CCP 338 - (LA3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 12946 - (2Y) CA - GOV 34090 - (2Y) CA - 29 CFR 1904.33 - (CU+5Y) US - 29 CFR 1910.95 - (T+2Y) US - 29 CFR 1910.1020 - (30Y) US - 40 CFR 68.81 - (5Y) US - 40 CFR 268.7 - (3Y)	
062	Human Resources	Employee Training	All documents related to general and specialized technical education and training taken by paid employees and unpaid volunteers, including: - Base Station Forms - Fire Extinguisher - First Aid/CPR - Safety	Attendance Canine Deployment Training Certification Records Compliance Training Courses/Seminars (Taken by Employees - includes Safety Training) Ethics Training Firearm and Field Training Individual Education, Development SWAT Training Training Bulletins	T+3Y	CA - 8 CCR 3203 (CU+1) CA - GOV 53235.2b - (5Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1602.31 - (CU+2Y)	
063	Human Resources	Employee Training Materials, Courses, Scheduling	Documentation regarding the content of courses and schedules for training offered to employees.	Attendance Lists Employee Development Presentation Materials PowerPoint Slide Decks Safety Training Testing	S+6Y	CA - GOV 12946 - (2Y) CA - LAB 3076.3 - (5Y) US - 29 CFR 1602.14 - (CU+1Y) US - 45 CFR 164.530 (j) - (CY+6Y)	
064	Human Resources	Human Resources - General	Records and information of general human resources activities, not associated with other categories.	Exit Interview Documentation	CU+2Y	CA - GOV 34090 - (2Y)	
065	Human Resources	Investigations	Records and information of investigations of City workers performed by Human Resources.	Internal Investigations Investigation Logs, Workpapers Investigator Reports, Findings, Notes Letters Security Incidents (response files, reports) Security Investigations Working Documents	CL+6Y	CA - GOV 34090 - (2Y) US - 26 USC 6531 - (LA6Y)	
066	Human Resources	Labor Relations	Documentation related to the negotiations between labor unions for collective bargaining purposes.	Confidential Memos Costing Ground Rules Handouts Information Requests Miscellaneous Information Notes Proposals - City Proposals - Union	CL+5Y	CA - CCP 337 - (4Y) CA - GOV 12946 - (2Y) CA - LAB 5410 - (LA5Y) US - 26 CFR 31.6001-1 - (CU+4Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
067	Human Resources	Labor Relations Grievances	Documentation related to labor grievances filed under current collective bargaining agreements.	Grievance Files/Commission Hearing Grievance/Hearing Logs Union Grievances	CL+5Y	CA - CCP 337 - (4Y) CA - GOV 12946 - (2Y) US - 26 CFR 31.6001-1 - (CU+4Y) US - 40 CFR 70.6 - (CL+5Y) US - 40 CFR 122.21(p) - (3Y) US - 40 CFR 122.41(j) - (3Y) US - 49 CFR 107.504 - (CL+2Y)	
068	Human Resources	Personnel Files - Employees	All documents related to paid employees (full and part-time), including but not limited to: - hiring - promotion - demotion - transfer - layoff / recall / out-placement - termination / discharge / resignation - pay rates / other terms of compensation	Applications, Applicant Reference Verifications Awards, Rewards, Commendations, Certificates Background Checks, Investigations - candidates hired Complaints Disciplinary Actions Drivers License Data - Class B Employee Acknowledgements, Executed Policy Receipts Ethics Certificates Individual Employee Agreements, Contracts (copies) Individual Education, Development, Training Records Investigations* Job Offer Letters Leave of Absence Documentation, FMLA (compensation, complaints/disputes, requests, parental leave forms, paid/unpaid leave) Oaths of Office Performance Evaluations, Reviews Performance Improvement Plans (PIPs) Personnel Action Forms (PAFs) Recognition Supervisor's Files	T*+5Y	CA - 2 CCR 11013 (FR+2) CA - 8 CCR 14300.33 (CU+5) CA - GOV 12946 - (T+2Y) CA - LAB 3076.3 - (5Y) CA - VEH 1808.1(a) - (T+2Y) US - 26 CFR 301.6501 - (CU+3Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1602.31 - (T+2Y) US - 29 CFR 1627.3 - (T+1Y) US - 29 USC 1059 - (T+1Y) US - 41 CFR 60-1.12 (a) - (2Y) US - 41 CFR 60-250.80 - (2Y) US - 41 CFR 60-741.80 - (2Y)	* Investigations retentions are CL+5Y (see "Human Resources - Investigations")
069	Human Resources	Personnel Files - Volunteers and Unpaid Interns	All documents related to unpaid volunteers and interns, including but not limited to: - selection/hiring - assignments - transfer - termination / discharge / resignation	Applications, Applicant Reference Verifications Awards, Rewards, Commendations, Certificates Background Checks, Investigations - candidates accepted Cadet Volunteer Program Complaints Disciplinary Actions Volunteer Acknowledgements, Executed Policy Receipts Individual Education, Development, Training Records Investigations Oaths of Office Performance Evaluations, Reviews Performance Improvement Plans (PIPs) Personnel Action Forms (PAFs) Recognition Supervisor's Files	T+2Y	CA - 2 CCR 11013 (FR+2) CA - 8 CCR 14300.33 (CU+5) CA - GOV 12946 - (T+2Y) US - 26 CFR 301.6501 - (CU+3Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1602.31 - (T+2Y) US - 29 CFR 1627.3 - (T+1Y) US - 29 USC 1059 - (T+1Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
070	Human Resources	Recruitment	Records and information related to recruitment of qualified persons for both paid and unpaid position with the City, including: - applications and related records of candidates interviewed but not hired or accepted - applications received but not acted upon.	All Temporary or Part-time/Extra-Help Staffing Applications, CVs, Resumes (Rejected, Unsolicited) Applicant Tracking Records (Hired, Rejected) Background Checks, Investigations - candidates not hired/accepted Civil Service Examination Results and Rankings Drug Testing, Pre-Hire Screening - candidates not hired/accepted Interview Notes Job Descriptions Job Postings, Announcements Job Requisition Requests Job Specifications Miscellaneous Hiring Process Notes Position Information Recruitment of Commission/Committee Candidates Temporary Intern Staffing Test Results (Non-hires) Test and Examination Materials Unpaid Interns (Rejected) Volunteers (Rejected)	CU+2Y	CA - GOV 12946 (FR+2) CA - GOV 34090 - (2Y) US - 29 CFR 1627.3b1 (1) US - 29 CFR 1602.31 (CU+2Y)	
071	Human Resources	Salary, Compensation	Documentation of job classification compensation.	Classification Studies Compensation Plans, Planning, Analysis Cost of Living Adjustments Job Descriptions Job Evaluation Documentation Salary Range History Salary Surveys	S+3Y	CA - GOV 34090 - (2Y) US - 26 CFR 301.6501 - (CU+3Y) US - 29 CFR 1602.14 - (FR+1Y) US - 29 CFR 1627.3 - (T+1Y) US - 29 USC 1001-1381 - (6Y) US - 29 USC 1059 - (T+1Y) US - 48 CFR 4.703 - (CL+3Y) US - 48 CFR 52.249-2 & 3 - (CL+3Y)	
072	Human Resources	Work Authorizations and Supporting Documentation	Employment eligibility verification forms collected for active employees and supporting documentation regarding immigration status.	I-9 Documents and copies of associated documents (Kay) Immigration Supporting Documentation	Longer of: 2Y or T+1Y	US - 20 CFR 655 Subpart H - (T+1Y) US - 8 CFR 274a.2 - (3Y, or T+1Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
073	Information Technology	Application, System Development and Maintenance	Technical documentation related to development of City technology processes, applications, or systems, as well as conversions, changes or modifications to existing applications or systems.	Audit Records of Run Completions Backups (Security, System) Business, Functional Requirements Change Requests Data Element Attribute Reports Data Migration Documentation Database Dictionary / Schema End User Documentation, User Manuals Hardware Configurations Joint Dispatch Center Network Circuits Inventories Network/Equipment Control Support Documentation (Service Histories, Site Visit Reports, Trouble Reports) Program Listings Source Code Support Documentation (Logical & Physical Architectural Diagrams, Specifications, Systems Support Materials) System Documentation (Codebooks, Record Layouts, Reference Guides, Specifications) System Test Files System, Application Maintenance Documentation (Hardware/Operating System Requirements, Monitoring Logs, Operating Manuals) Telecommunications System (Telephones, Phones)	Longer of: 2Y (or) LI*	CA - GOV 34090 - (2Y)	* LI = Life of Application, System or Process
074	Information Technology	Technology Helpdesk, Access and Security	Records and technical documentation of internal controls and system security. Includes data / information security breaches, notifications, and supporting documentation.	Annual Database & System Security Reviews Audit Trail Files Automated Logs Change Management Case Files Computer Usage Files Data Breach Notifications Data Breach Reports/Responses Data Sets, Extracted Data Summaries Hardcopy Publication, Printouts of Report Data Help Desk Data, Tickets Privileged Area Access Requests Security Access Request Forms Special Access Approvals Usage Reports (Summary, System) User Access Records (Passwords, Security Logs, User Accounts, Log-in Files, Data Entry Logs, Accounts) User Incident, Response Files	CL+2Y	CA - GOV 34090 - (2Y)	
075	Legal	Internal Legal Advice and Opinions	Memoranda containing legal advice prepared by City Attorney's Office (CAO) attorneys for City departments.	Memos Opinions	CU+10Y	CA - GOV 34090 - (2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
076	Legal	Legal Representation Communications	Written communications with third parties, including attorneys for other parties which are not retained in a larger project or litigation file.	Letters Written Communications	CL+5Y	CA - GOV 34090 - (2Y)	
077	Legal	Litigation and Third Party Claims	Records generated for or related to any case or action before a judicial, arbitral, or administrative officer or body.	Complaints Court Orders Discovery Evidence Exhibits Judgments Pleadings Related Correspondence Releases Settlement Agreements Subpoenas Third Party Claims	CL+10Y	CA - 2 CCR 11013 - (FR+2Y) CA - 8 CCR 10102 - (5Y; CL+1Y) CA - 8 CCR 10103.1 - (5Y) CA - 22 CCR 1085-2 - (4) CA - LAB 5410 - (LA5Y) CA - RTC 7154 - (LA5Y) CA - RTC 19384 - (LA4Y) CA - RTC 19704 - (LA6Y) CA - UIC 1132 - (LA3Y) CA - CCP 315 - (LA10Y) CA - CCP 337.15 - (LA10Y) US - 26 CFR 31.6001 (CU+3Y) US - 26 CFR 301.6501 - (3Y) US - 26 CFR 301.6532-1 - (LA2Y) US - 26 CFR 301.6532- 2 - (LA5Y) US - 26 CFR 301.6532-3 (a) - (LA9 Months) US - 26 USC 6531 - (LA6Y) US - 26 USC 6532 - (LA2Y) US - 29 USC 255 - (LA2Y) US - 29 USC 626 (d) - (LA300D) US - 35 USC 286 - (6Y) US - 42 USC 2000e-5 (e) - (LA180D) US - 42 USC 2000e-5 (f) - (LA180D)	
078	Legislative	Appointments to Boards, Commissions and Committees	Staff records related to appointments made by authorized elected officials to councils, committees, boards, and commissions.	Applications (Appointed, Unsuccessful) Interview Notes Letters of Appointment Letters of Recommendation Oaths of Office Resumes Submitted Documents	T+2Y	CA - GOV 34090 - (2Y)	
079	Legislative	Public Meetings of Legislative Bodies	Records of all actions taken by City legislative bodies, including Council, Commission, Board, Council Task Force and Committees, taken during public meetings.	Agendas Agenda Packets Agenda Summary Reports Appeals City Charter City Codes City-wide Plans/Programs Adopted Commendations Council Packets Meeting Minutes, Notices, Transcripts Minute Books & Index Municipal Code, Ordinances, Petitions to Council, Resolutions	PR	CA - CCP 315 - (LA10Y) CA - CCP 321 - (5Y) CA - CCP 336 - (5Y) CA - CCP 336a - (6Y) CA - CCP 337 - (4Y) CA - CCP 337.5 - (LA10Y) CA - GOV 34090 - (2Y) CA - GOV 60201 - (PR) CA - GOV 60201 - (S+5Y)** US - 48 CFR 4.703 - (CL+3Y) US - 48 CFR 52.249 - (CL+3Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
080	Legislative	Public Notices	Records documenting compliance with laws requiring public notice of government activities. Subjects include assessments, elections, land use changes, public meetings and hearings, sale of property, and others.	Affidavits of Posting Affidavits of Publication/Legal Notices Public Hearing Notices	4Y	CA - CCP 343 - (4Y) CA - GOV 34090 - (2Y)	
081	Licenses, Permits	Licenses, Permits	Documentation of licenses and permits other than those authorizing building or the development of property, and other authorizations issued in the City.	Alarm Permits Alcoholic Beverage Permits Annual Licenses Applications Business Licenses (applications, fees, financial history, reports) Concealed Weapon Permits (guns, etc.) FCC Licenses Home Business Licenses Home Occupation Permits (HOP) Massage Establishments Massage Technicians Mobile Vendors, Peddlers Notices Taxis (cabs, drivers) Transportation Permits (oversize, overweight)	CL+4Y	CA - CCP 337 (4Y) CA - GOV 34090 - (2Y)	
082	Police	Administrative Reporting	Reports received and/or generated in the routine course of law enforcement activities and not associated with a case number.	Activity Reports Crime Statistics Incident Logs Published Reports Ride-Along Program Records Uniform Crime Reporting	CL+2Y	CA - CCP 339 - (LA2Y) CA - GOV 34090 - (2Y)	
083	Police	Case Files - Dead Bodies	Records, crime reports and evidence associated with investigations of dead bodies, whether by natural causes or found.	Reports Statements	CL*+2Y	CA - GOV 34090 - (2Y) CA - PEN 799 - (PR)	* Case remains open until body has been identified and cause of death determined. If determination is made that the death was a homicide, records are recategorized as "Felony Murder/Homicide" case files (see "Police - Case Files - Felony Murder/Homicide, Capital Offenses, Child Abuse, Elder Abuse, and Violations of Public Trust" below).

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments	
084	Police	Case Files - Felonies, Excluding Murder	Records, crime reports and evidence associated with felony violations of laws, excluding homicide and capital violations.	Case Files Reports	CL*+10Y	CA - CCP 339 - (LA2Y) CA - GOV 34090 - (2Y) CA - PEN 799 - (MAINT) CA - PEN 851.8 - (SEAL&DESTROY) CA - PEN 851.90 - (MAINT) CA - Law Enforcement Evidence and Property Management Guide	*Provided there are not outstanding warrants, deaths, and it is not classified under PC §800 and 290 and HSC §11850; Statute of limitations is 2 years; Destroy juvenile marijuana after age 18; HSC §11361.5; GC §34090, PC §802, PC §187, 800 et seq. * Closed is defined as case has been adjudicated, all appeals exhausted or all time served.	
085	Police	Case Files - Felony Murder/Homicide, Capital Offenses, Child Abuse, Elder Abuse, and Violations of Public Trust	Records, crime reports and evidence associated with capital felony violations of laws, including homicide, child abuse, elder abuse, embezzlement of public funds, or falsification of public documents.	Case Files Reports	PR	CA - CCP 339 - (LA2Y) CA - GOV 34090 - (2Y) CA - PEN 187-199 - (MAINT) CA - PEN 290 - (MAINT) CA - PEN 799 - (PR) CA - Law Enforcement Evidence and Property Management Guide CA - WIC 602 - (PR)	No limitation on commencement of action; PC §261 , 286, 288, 288a, 288.5, 289, 289.5, and 799.	
086	Police	Case Files - Juvenile	Records, crime reports and evidence associated with criminal cases dealing with juveniles.	Case Files Reports	Longer of: MAJ*+8Y (or) SEAL**+5Y	CA - WIC 300 (age 18 or as directed by court) CA - WIC 600 (age 18 or as directed by court) CA - WIC 781 (age 18 or as directed by court) CA - WIC 826 (age 18 or as directed by court)	*MAJ = Age of Majority Status (18Y); **SEAL = Date Records Sealed Statute of limitations runs up to age of majority + 8 years; Sealing for juveniles and Wards of the Court retained for 5 years; CP §340.1; GC §34090; WIC §781(d); WIC §826(a)&(b); WIC §781(d)	
087	Police	Case Files - Misdemeanors, Infractions	Records, crime reports and evidence of misdemeanors and infractions, including citations.	Case Files Reports	2Y	CA - CCP 339 - (LA2Y) CA - PEN 802 - (2Y) CA - GOV 34090 - (2Y) CA - Law Enforcement Evidence and Property Management Guide	With exception:: related unserved warrants, un-adjudicated arrests, presently involved in a civil or criminal litigation.	
088	Police	Case Files - Missing Persons and Runaways	Records, crime reports and evidence associated with missing persons and runaways.	Case Files Reports	CL*+2Y	CA - GOV 34090 - (2Y)	* Case remains open until solved	
089	Police	Case Files - Officer Involved Shootings	Records, crime reports and evidence associated with criminal cases dealing with officer involved shootings.	Case Files Reports	PR	CA - GOV 34090 - (2Y)		

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
090	Police	Case Files - Sealing of Adult Records	Records of court orders to seal the records of adults.	Case Files Reports	SEAL*+3Y	CA - PEN 851.8 - (SEAL+3Y) CA - PEN 851.90 - (MAINT)	*SEAL = Date Records Sealed
091	Police	Case Files - Stolen Property	Records, crime reports and evidence associated with stolen property.	Case Files Reports	CL*+3Y	CA - CCP 338 - (3Y)	* Case remains open until solved
92	Police	Case Files - Traffic Collisions - Fatal	Records, crime reports and evidence associated with traffic collisions involving fatalities.	Case Files Reports	PR	CA - GOV 34090 - (2Y)	
93	Police	Criminal Registrations - Drugs, Gangs	Records for those required to register as drug or gang violence offenders.		5Y	CA - GOV 34090 - (2Y) CA - HSC 11594(a) - (5Y) CA - PEN 186.32 - (5Y)	
94	Police	Criminal Registrations - Sex Offenders, Arsonists	Records for those required to register as sex offenders or arsonists.		LI*	CA - GOV 34090 - (2Y) CA - PEN 290(b) - (Life of Offender) CA - PEN 457.1(b)(2) - (Life of Arsonist)	* Life of the offender or arsonist
95	Police	Routine Dispatch Telephone and Radio Communications Records	Routine daily recording of telephone communications and all radio communications relating to the operations of the department	Audio Telephone Recordings Audio Radio Recordings 911 Call Recordings	100D*	CA - GOV 34090.6 - (Routine Audio: 100D) CA - GOV 26202.6 - (100D) CA - GOV 60201 - (MAINT)	* Exception: If recordings are evidence in any criminal prosecution, claims filed, potential claims or any pending litigation, they shall be
96	Police	Collision Reports	Non-injury	Case File Reports	5Y	GC24090 + GC34090.7	
97	Police	Routine Video Records	Recordings of routine video monitoring, to include time and date of video, location of video and other related information.	In-Car Video Jail Observation/Monitoring Building Security Recordings	1Y*	CA - GOV 34090.6 - (Routine Video: 1Y) CA - GOV 26202.6 - (1Y) CA - GOV 60201 - (MAINT)	* Exception: If recordings are evidence in any criminal prosecution, claims filed, potential claims or any pending litigation, they shall be preserved for 100 days after the conclusion of the court action.
98	Police	Seized or Unclaimed Property Records	Records documenting tracking and management of physical property seized by the Police department, or collected by the Police department but unclaimed, and not assigned to a case number or considered as evidence in a criminal investigation.		CL+2Y	CA - CCP 339 - (LA2Y) CA - GOV 34090 - (2Y)	
99	Public Works	Air, Water and Solid Waste	Records and information associated with planning and maintenance of waste, water, and land use.	Backflow Prevention Environmental Conservation Environmental Programs Flood Control Meter Inventory NPDES (Engineering)	CL+5Y	CA - CCP 338 - (LA3Y) CA - CCP 338.1 - (LA5Y) CA - CAL OSHA US - 40 CFR 70.6 - (CL+5Y) US - 40 CFR 122.21 - (3Y) US - 40 CFR 122.41 - (3Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
				Pipe Inventory Storm Drains Storm Water Monitoring Storm Water Pollution Permits Underground Service Alerts (USA) Water Service Orders (on/off) Weight Tickets		US - 40 CFR 141.155 - (3Y) US - 40 CFR 261.32 - (3Y)	
100	Public Works	Hazardous Waste, Monitoring and Remediation	Planning, monitoring and contingency/emergency action plans for hazardous waste, emergency and spill response, natural and exposure emergencies, notifications and response; environmental action plans and supporting documentation; hazardous communications plans, including labeling, MSDS controls, training programs and procedures.	Emergency Response Programs Employee Hazardous Chemical Exposure Hazardous Material Incident Reports Hazardous Substances Shipping Manifests Hazardous Waste Material Safety Data Sheets (MSDS) Proposition 65 Monitoring Radiation Exposure Records Radioactive Materials Site Mitigation Toxic Substance Inventory	LI+30Y	CA - Cal/OSHA CA - CCP 338.1 - (LA5Y) CA - 8 CCR 3204d - (CL+30Y) CA - 17 CCR 30293(1) - (3Y) CA - 22 CCR 66262.40 - (3Y) CA - 22 CCR 66263.22 - (3Y) US - 29 CFR 1910.1020 - (CL+30Y) US - 29 CFR 1910.1025 - (CL+20Y) US - 29 CFR 1910.1050 - (CL+30Y) US - 40 CFR 268.7 - (3Y) US - 40 CFR 270 - (3Y) US - 49 CFR 172.201 - (3Y) US - 49 CFR 177.817 - (3Y)	
101	Public Works	Operational Maps	Informal maps and geographical information pertaining to City operations and services.	Police Beat Maps, Street Sweeping	S+4Y	CA - CCP 337.1 - (LA4Y) CA - GOV 34090d - (2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
102	Public Works	Public Works Project Files	Records and information related to the administration, analysis, design, development, planning, construction and maintenance of public works, Capital Improvement (CIP) and engineering projects for City facilities and infrastructure.	As-Built Plans Assessments Bridges and Creeks Calculations Capacity (water, wastewater) Fees Certificates of Compliance/Notice of Non-Compliance Certified Payrolls Change Orders Closures Construction Daily Inspections Development Fee Book Drainage Permits E.I.R., Notice of Determination, Categorical Exemptions Environmental Impact Statements Fees (facility, impact, traffic, water system) Field Inspections, Notebooks Final Improvement Plans Geologic Studies Grading Permits Insurance Certificates Materials Testing Reports Notice of Completion Photos/Pictures Progress Meetings Project Schedules Real Estate Appraisals Relocations RFIs & Responses Soils Reports Sound Walls Standard Plans Studies and Surveys Submittals	PR	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - 14 CCR 15095c - (Reasonable) CA - GOV 34090 (2Y) CA - HSC 19850 - (LI)	Includes the following: - Bicycle / Pedestrian Trails / Paths - Bridges and Creeks - Parking (residential, non-residential) - Streets (striping, lights, curbs, gutters, medians, pavement markings, traffic legends) - Sidewalks - Signs, Signals
103	Public Works	Traffic and Transportation Planning	Records and information of traffic engineering and transportation planning activities, including studies and surveys.	School-related Studies/Surveys Speed Surveys Street/Highway Studies/Surveys Traffic Calming Requests Traffic Counts Transportation Planning	2Y	CA - GOV 34090 - (2Y)	
104	Public Works	Traffic Control and Improvement	Records and information related to the City's efforts to manage and improve traffic and circulation.	Bicycles Enforcement Highway Corridors Impact Studies Signals Signs Temporary Street Closures	2Y	CA - GOV 34090 - (2Y)	
105	Public Works	Water Operations	Records and information associated with ensuring the City's provision of safe and reliable drinking water to its residential, commercial, industrial, and institutional customers	Lab Testing Meter Inventory Water Monitoring Water Quality Water Service Orders (on/off) Water Testing Water Treatment	PR	CA - CCP 338 - (LA3Y) CA - CCP 338.1 - (LA5Y) CA - GOV 34090 - (2Y) US - 40 CFR 141.155 - (3Y)	
106	Purchasing	Vendor, Supplier Files	Records and information of suppliers and vendors to all City organizations created or retained in the purchasing or acquisition of goods and services.	Contractors - Vendor List Vendor Packets Vendor Applications, Profiles	CL+2Y	CA - GOV 34090 - (2Y)	
107	Real Property Management	Agreements, Contracts and Leases - Real Property and Infrastructure	Executed agreements, contracts, leases between the City and other parties pertaining to real estate, facilities and City infrastructure.	Addendums Amendments Attachments / Exhibits Bids, Awards (Accepted) Certificates of Insurance Change Orders Delivery Records Disclosures	LI+10Y	CA - CCP 315 - (LA10Y) CA - CCP 337.1 - (CL+4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) US - 26 CFR 31.6001 (CU+3Y) US - 29 CFR 516.5 - (3Y) US - 40 CFR 70.6 - (CL+5Y) US - 40 CFR 122.21(p) - (3Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
				Exhibits Improvement Agreements Letters of Intent License Agreements, Licenses Memoranda of Agreement (MOAs) Memoranda of Understanding (MOUs) Performance Bonds Price Lists Proof of Insurance Certificates Property Improvement Contracts Purchase Orders Quotations Receiving Reports Real Estate Leases, Attachments Requests for Information (RFI) Requests for Proposal (RFP) Requests for Quote (RFQ) Requisitions Schedules Scorecards Specifications Statements of Work (SOW) Surety Bonds (bid bonds, payment bonds, performance bonds, ancillary bonds) Warranties		US - 40 CFR 122.41(j) - (3Y) US - 49 CFR 107.504 - (CL+2Y)	
108	Real Property Management	Building Codes, Building Permits, Appeals and Decisions	Records and information documenting the building services provided by the City regulating private property.	Appeals Building and Fire Code Board of Appeals Building Codes Building Inspections Building Permits (issued, active, expired, history) Building Plans - Commercial & Residential* Certificates of Compliance Certificates of Occupancy Disability Access Board of Appeals Fire Protection Plans Notices of Noncompliance	PR*	CA - CBC 107.5 - (180D) CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2) CA - HSC 19850 - (LI)	* Residential Building Plans may be deleted after 180 days.
109	Real Property Management	Building, Property Management	Records and information regarding the structure of City buildings.	As-Built Blueprints Construction Records Electrical Wiring Schematics Floor Plans Property Inventory	PR	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - HSC 19850 - (LI)	
110	Real Property Management	Encroachments	Records documenting encroachments upon City property, or by the City on the property of others.	Encroachment Permits, Certificates	PR	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
111	Real Property Management	Maintenance Inspection Reports	Reports of inspections of maintenance performed on City facilities including buildings, parks, streets, and sidewalks.	Equipment Inspections Facility Inspections Logs Playground Equipment Reports Trees	LI+5Y	CA - CCP 337 - (5Y) CA - GOV 34090 - (2Y)	
112	Real Property Management	Planning and Zoning Services	Records and information pertaining to the activities of the planning division, including zoning.	Design Review Development Regulations Downtown Parking Requirements Environmental Impact Reports (EIR), Notice of Determination, Categorical Exemptions, etc. Environmental Reviews Flood Zone Determinations General Plan (housing element, amendments, growth management element, noise element) Land Use Permits, Studies Landscape Master Plans Parking Calculations Planned Unit Development (PUD) Plans (Specific) Public Use Resolutions Rezoning Sign Permits Soil Reports Summary of Actions Variances Water Zoning Zoning Text and Map Amendments	PR	CA - CCP 337.1 - (LA4Y) CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) CA - HSC 19850 - (LI) CA - WAT 10631 - (5Y)	
113	Real Property Management	Real Estate Transactions	Records and information related to the ownership, acquisition, disposition, transfer of, lease of, or improvement of real property, infrastructure and facilities including grant deeds, owned by or used by the City.	Acquisitions Attachments Buildings Capital Improvements Community Development Block Grant (CDBG) Property Acquisitions Deeds of Trust Dispositions Land Mortgages Possessory Interest Property Transaction (DDA, DA, Etc.) Right of Way	PR	CA - CCP 337.15 - (LA10Y) CA - GOV 34090 - (2Y) US - 2 CFR 200.333 - (LA+3Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
				Sales Valuation Information			
114	Real Property Management	Real Property Maps	Final maps and geographical information pertaining to City properties.	Aerial Photos Assessment Districts Assessor Parcel Maps Building Site Determination Drainage Improvement Plans, Drawings Land Survey Maps Lot Line Adjustments Lot Numbers Major Subdivisions (SD) Minor Subdivisions (MS) Parcel Mergers Parcels Parks Plats Record Maps Record of Survey Maps Redevelopment Sphere of Influence Street Address Files Tentative Maps Vellums	PR	CA - CCP 337.15 - (LA10Y) CA - GOV 34090d - (2Y) CA - HSC 19850 - (LI)	
115	Real Property Management	Recorded Documents - Liens	Records of liens recorded on behalf of the City.	Liens	LI+10Y	CA - GOV 34090 - (2Y)	
116	Real Property Management	Recorded Documents - Vital	Records and information pertaining to those original key documents recorded on behalf of the City.	Abandonments Address Records Annexations Certificate of Correction Conveyances from the City (Deeds, Easements, Abandonments/Vacations) Conveyances to the City (Deeds, Easements, Dedications) Deeds Detachments Easements Grant Deeds Irrevocable Offers to Dedicate Rights-of-Way Vacations	PR	CA - GOV 34090 - (2Y)	
117	Risk Management	Claims Against the City	Records detailing claims lodged against the City.	Accident/Incident Reports Actuarial Reports Annual Audit of Open Claims Appraisals Claims By/Against the City Damage Estimate Reports Supporting Documentation Insurance Claims, Appraisals, Reports	CL+5Y	CA - CCP 337 - (5Y) CA - GOV 34090 - (2Y)	

Record No. (TBA)	Business Process	Record Category Name	Record Category Description	Example Records	Retention	Legal Citations	Comments
				Investigations Liability Waivers			
118	Risk Management	Insurance Coverage	Records detailing the City's general coverage against property damage and liability, including renewal submission information, insurance quotes, & broker correspondence.	Binding Information Binders Broker Correspondence Certificates of Insurance Completed Applications Flood Insurance Insurance Policies Insurance Quotes Insurance Submissions Liability Insurance Renewal Strategy	LI*+6Y	CA - 22 CCR 3267-2 - (MAINT) CA - CCP 337 - (5Y) CA - GOV 34090 - (2Y)	
							* Life of policy



Meeting Date: 11/20/2019
Agenda Item: 4.5

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: David Peters, City Engineer

REVIEWED BY: AP

AGENDA ITEM: Acceptance of 16th Avenue & Washington Street Rehabilitation Project

ACTION REQUESTED: ___Ordinance ___Resolution √ Motion ___Receive/File

EXECUTIVE SUMMARY

The City Council previously awarded a contract to Don Berry Construction for the 16th Avenue & Washington Street Rehabilitation project. The project was completed to the satisfaction of the City Engineer and the Public Works Department staff. The one-year warranty period will begin upon the filing of the Notice of Completion which will follow the Council's acceptance of the project.

RECOMMENDED ACTION BY CITY COUNCIL

Accept the 16th Avenue & Washington Street Rehabilitation project completed by Don Berry Construction and authorize the City Engineer to file the Notice of Completion.

POLICY ALTERNATIVE(S)

None

REASON FOR RECOMMENDATION/KEY METRIC

Don Berry Construction completed the project to the satisfaction of the City Engineer.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>N/A</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

FINANCIAL SUMMARY

None

PRIOR ACTION/REVIEW

None

BACKGROUND INFORMATION

None



Meeting Date: 11/20/2019
Agenda Item: 4.6

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: David Peters, City Engineer

REVIEWED BY: AP

AGENDA ITEM: 2019 CMAQ Call for Projects

ACTION REQUESTED: ☐ Ordinance ☒ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

On September 26, 2019, the Fresno Council of Governments (FCOG) Policy Board officially initiated the 2019-20 Congestion Mitigation and Air Quality (CMAQ) Call for Projects. Projects will be awarded based on both Lifeline and Regional Competitive Bids. The lifeline funding is distributed to each member agency based on a population calculation.

The grant application packages for the regional bid funds were submitted on November 15, 2019.

RECOMMENDED ACTION BY CITY COUNCIL

Adopt Resolution 2019-054 committing to the timely use of federal and state funding.

POLICY ALTERNATIVE(S)

None

REASON FOR RECOMMENDATION/KEY METRIC

To comply with requirements of the application package for the current cycle of the CMAQ federal transportation funding programs, the City must adopt a resolution committing to the timely use of the federal funding or risk the loss of such funds.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>No</u> |
| 2. Is it Currently Budgeted? | <u>N/A</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

FINANCIAL SUMMARY

Projects are budgeted in FY 2019-20.

PRIOR ACTION/REVIEW

None

BACKGROUND INFORMATION

On September 26, 2019, the Fresno Council of Governments (FCOG) Policy Board officially initiated the 2019-20 Congestion Mitigation and Air Quality (CMAQ) Call for Projects. Projects will be awarded based on both Lifeline and Regional Competitive Bids. The lifeline funding is distributed to each member agency based on a population calculation.

The grant application packages for the regional bid funds were submitted on November 15, 2019.

Staff has prepared the following list of proposed projects that are eligible to receive CMAQ funding and will be submitted for funding consideration. These projects were identified based on needs that have been observed by staff over the past several years.

1. 12th Avenue Sidewalks: East side of 12th Avenue from Stroud Avenue to approximately 143' south of Aslan Way.
2. Kamm & Madsen Avenues Sidewalks: Madsen Ave from Hemma St to Kamm Ave and Kamm Ave from Madsen Ave to approx. 450' west of Madsen Ave

Staff recommends adopting the resolution committing to the timely use of the federal funding and requests that the Council provide concurrence with the proposed projects to be submitted in the grant applications and/or provide further direction as appropriate.

ATTACHMENTS

1. Resolution 2019-054

RESOLUTION NO. 2019-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KINGSBURG IN REGARDS
TO FEDERAL TRANSPORTATION PROJECT SELECTION AND IMPLEMENTING
TIMELY USE OF FUNDING

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City of Kingsburg is able to apply for and receive Federal and State funding under the Congestion Mitigation and Air Quality Program;

WHEREAS, the City of Kingsburg desires to ensure that its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Kingsburg that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City of Kingsburg must demonstrate dedicated and available local matching funds; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Kingsburg hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Kingsburg does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council of the City of Kingsburg

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing resolution was duly passed and adopted at a regular meeting of the Kingsburg City Council held on the 20th day of November 2019.

Ayes: Councilmembers:
Noes: Councilmembers:
Absent: Councilmembers:
Abstain: Councilmembers:

Abigail Palsgaard, City Clerk
City of Kingsburg



Meeting Date: 11/20/2019
Agenda Item: 4.7

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: David Peters, City Engineer

REVIEWED BY: AP

AGENDA ITEM: Award Crandell Pool Improvements

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

The City solicited bids from contractors for the Crandell Pool Improvements project. On November 12, 2019, the City received three responsive bids for the project ranging from \$584,000.00 to \$625,972.64. The low bid was submitted by California Commercial Pools, Inc. from Glendora, California in the amount of \$584,000.00. The Engineer's Estimate for the project was \$507,550.00.

RECOMMENDED ACTION BY CITY COUNCIL

1. Award the Crandell Pool Improvements project to California Commercial Pools, Inc. in the amount of \$584,000.00.

POLICY ALTERNATIVE(S)

None

REASON FOR RECOMMENDATION/KEY METRIC

Provide Recreation Opportunities for All Ages

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact? Yes
2. Is it Currently Budgeted? Yes
3. If Budgeted, Which Line? 021-9100-529-5701

FINANCIAL SUMMARY

Project is funded by local funds budgeted in FY 2019-20.

PRIOR ACTION/REVIEW

None

BACKGROUND INFORMATION

The City solicited bids from contractors for the Crandell Pool Improvements project. On November 12, 2019, the City received three responsive bids for the project ranging from \$584,000.00 to \$625,972.64. The low bid was submitted by California Commercial Pools, Inc. from Glendora, California in the amount of \$584,000.00. The Engineer's Estimate for the project was \$507,550.00.

ATTACHED INFORMATION

1. Bid Summary attached.

CITY OF KINGSBURG - "Crandell Pool Improvements"

BID SUMMARY "11/12/2019"

						#1	#2	#3			
Engineer's Estimate						California Commercial Pools		Western Water Features		California Waters	
BASE BID SCHEDULE "A"											
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	1	LS	Mobilization (\$20,000 Max)	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	1	LS	Demolition	\$45,000.00	\$45,000.00	\$118,000.00	\$118,000.00	\$40,000.00	\$40,000.00	\$90,400.00	\$90,400.00
3	9,950	SF	Pool Plaster	\$24.00	\$238,800.00	\$13.00	\$129,350.00	\$24.00	\$238,800.00	\$26.48	\$263,476.00
4	1,320	SF	Pool Tile	\$25.00	\$33,000.00	\$99.00	\$130,680.00	\$112.00	\$147,840.00	\$82.12	\$108,398.40
5	1	LS	Pool Fittings	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$7,350.00	\$7,350.00
6	4	EA	Recessed Steps and Grabrails	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$1,250.00	\$5,000.00	\$3,737.50	\$14,950.00
7	17	EA	Underwater LED Lights	\$2,350.00	\$39,950.00	\$1,800.00	\$30,600.00	\$1,000.00	\$17,000.00	\$1,008.82	\$17,149.94
8	2	EA	Pool Sump and Main Drain Grating	\$4,500.00	\$9,000.00	\$10,000.00	\$20,000.00	\$6,000.00	\$12,000.00	\$3,325.00	\$6,650.00
9	4	EA	Pool Corner Replacement	\$6,500.00	\$26,000.00	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$4,012.50	\$16,050.00
10	370	LF	Pool Gutter Grating & Waterproofing	\$40.00	\$14,800.00	\$62.00	\$22,940.00	\$160.00	\$59,200.00	\$64.59	\$23,898.30
11	1	LS	Miscellaneous Facilities & Operations	\$10,000.00	\$10,000.00	\$37,430.00	\$37,430.00	\$10,000.00	\$10,000.00	\$7,650.00	\$7,650.00
12	1	LS	Supplemental Work	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BASE BID					\$507,550.00	\$584,000.00		\$621,840.00		\$625,972.64	
Add Alternate #1 "B"											
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
13	80	SF	Lane Line Tile for Added 9th lane	\$25.00	\$2,000.00	\$37.50	\$3,000.00	\$36.00	\$2,880.00	\$26.88	\$2,150.40
TOTAL ADD ALTERNATE #1					\$2,000.00	\$3,000.00		\$2,880.00		\$2,150.40	
Add Alternate #2 "C"											
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
14	1	LS	Removal of 3-Meters Diving Board & Frame	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$3,350.00	\$3,350.00	\$2,250.00	\$2,250.00
TOTAL ADD ALTERNATE #2					\$2,000.00	\$1,500.00		\$3,350.00		\$2,250.00	
Add Alternate #3 "D"											
Item No.	Quantity	Unit	Item Description	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
15	1	LS	Removal & Replacement of 1-Meter Diving Board Frame	\$20,000.00	\$20,000.00	\$17,000.00	\$17,000.00	\$27,000.00	\$27,000.00	\$18,450.00	\$18,450.00
TOTAL ADD ALTERNATE #3					\$20,000.00	\$17,000.00		\$27,000.00		\$18,450.00	
Bid Schedule A+B+C+D					\$531,550.00	\$605,500.00		\$655,070.00		\$648,823.04	



City of Kingsburg
1401 Draper Street, Kingsburg, CA 93631-1908
(559) 897-5821 Fax: (559) 897-5568

Michelle Roman
Mayor

Laura North
Mayor Pro Tem

COUNCIL MEMBERS
Sherman Dix
Vince Palomar
Jewel Hurtado

Alexander J. Henderson
City Manager

November 20, 2019

Ryan Boyd

Dear Ryan,

I'm writing you to offer congratulations on your nomination and award for the employee recognition program with the City of Kingsburg. Kingsburg is a wonderful community that is maintained through the hard work of our citizens, volunteers, and employees.

Please accept congratulations from the City Council and myself. We sincerely thank you for the hard work in keeping our community a safe place to live, work and play. Having dedicated individuals such as yourself gives Kingsburg an invaluable asset, especially when it involves the quality life of our residents and visitors.

You were nominated for your quick thinking and dedication to the citizens of Kingsburg. While on duty at Memorial Park, you observed a garage on fire. You dropped what you were doing and immediately rushed to the property, got a water hose and quickly put out the fire before it could spread to the main house or neighboring properties.

We know you provide excellent service daily in the water department, but your action to think quickly and prevent a potentially devastating fire was above and beyond the call of duty.

Again, thank you and congratulations.

Respectfully,

Alex Henderson
City Manager



City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
(559) 897-5821 Fax: (559) 897-5568

Michelle Roman
Mayor

Laura North
Mayor Pro Tem

COUNCIL MEMBERS
Sherman Dix
Vince Palomar
Jewel Hurtado

Alexander J. Henderson
City Manager

November 20, 2019

James Kirk

Dear James,

I'm writing you to offer congratulations on your nomination and award for the employee recognition program with the City of Kingsburg. Kingsburg is a wonderful community that is maintained through the hard work of our citizens, volunteers, and employees.

Please accept congratulations from the City Council and myself. We sincerely thank you for the hard work in keeping our community a safe place to live, work and play. Having dedicated individuals such as yourself gives Kingsburg an invaluable asset, especially when it involves the quality life of our residents and visitors.

You were nominated for dedication to the citizens of Kingsburg as demonstrated on March 4, 2019. While on duty you stopped to assist an elderly citizen, who had fallen and broke her wrist while walking by Roosevelt School. You stayed with her, and comforted her until EMS personnel arrived.

We know you provide excellent service daily in the water department, and this kind act of humanity shows the character you bring to the City every day.

Again, thank you and congratulations.

Respectfully,

Alex Henderson
City Manager



Meeting Date: 11/06/2019
Agenda Item: 5.3

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Michael Noland, City Attorney **REVIEWED BY:** AH

AGENDA ITEM: Public Hearing on Second Amendment to Development Agreement

ACTION REQUESTED: ☒ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

On or about January 16, 2019, the City of Kingsburg ("City") and the Housing Authority of Fresno County ("Developer") executed that certain Development Agreement ("Agreement") to memorialize certain mutual terms and conditions related to the Developer's construction of up to a sixty (60) unit multi-family apartment complex ("Project") upon a parcel of real property consisting of approximately 4.84 acres and located on the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg, APN: 396-020-017, and more particularly described in Exhibit "A" to the Agreement. With the exception of five (5) units which may be unrestricted, the Project will be rented to Senior Persons for a period of fifty-five (55) years.

On or about February 20, 2019, the City and the Developer executed that certain First Amendment to Development Agreement ("First Amendment"), wherein Section 3.5 of the Agreement was amended to allowed for the deferral of Developer's payment of the Capital Facilities Fees/Development Impact Fees as a "soft loan" repayable to the City by Developer in a manner consistent with Low-Income Housing Tax Credit program.

City and the Developer desire to again amend the Agreement in accordance with that certain Second Amendment to Development Agreement ("Second Amendment") attached hereto as Exhibit "A" and made a part hereof. The Second Amendment will: (i) revise Section 3.5 of the Agreement to extend the term of the "soft loan" repayable to the City by Developer to a repayment period of thirty (30) years and in a manner consistent with Low-Income Housing Tax Credit program requirements; (ii) revise Section 4.1 of the Agreement to allow for three (3) years from the date of completion of a foreclosure proceeding by a mortgagee to complete the Project; and (iii) revise certain provisions in Sections 9.1, 11.1 and 14.1 of the Agreement.

Additionally, the City Council's approval of the Second Amendment must be documented by the adoption of an Ordinance. An Ordinance approving the Second Amendment is attached hereto as Exhibit "B" and made a part hereof.

The City Council must hold a public hearing to consider the Second Amendment. The public hearing was properly noticed in the Kingsburg Recorder.

RECOMMENDED ACTION BY CITY COUNCIL

1. *The City Council hold a public hearing and approve the Second Amendment to Development Agreement by and between the City of Kingsburg and the Housing Authority of Fresno County and waive the first reading of the Ordinance and pass the Ordinance to a second reading and adoption at the December 4, 2019 City Council meeting.*

POLICY ALTERNATIVE(S)

1. Council could choose not to Council hold a public hearing and approve the Second Amendment to Development Agreement by and between the City of Kingsburg and the Housing Authority of Fresno

County and waive the first reading of the Ordinance and pass the Ordinance to a second reading and adoption at the December 4, 2019 City Council meeting.

STRATEGIC GOAL(S) MET:

1. Ensure Financial Stability

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

ATTACHED INFORMATION

1. Exhibit "A"—Second Amendment to Development Agreement by and between the City of Kingsburg and the Housing Authority of Fresno County.
2. Exhibit "B"—Ordinance of the City of Kingsburg Approving The Second Amendment To Development Agreement with the Housing Authority of Fresno County.

Recording Requested By:

CITY OF KINGSBURG

When Recorded Return To:

CITY OF KINGSBURG

**Attention: City Clerk
1401 Draper Street
Kingsburg, California 93631**

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (“**Second Amendment**”) is made and entered into the ____ day of December, 2019, by and between the CITY OF KINGSBURG, a Charter city (“**City**”), and Housing Authority of Fresno County, a public body corporate and politic (“**Developer**”) pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code. City and Developer shall be referred in this Agreement jointly as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. On or about January 16, 2019, the Parties executed that certain Development Agreement (“**Initial Agreement**”) to memorialize certain mutual terms and conditions related to the Developer's construction of up to a sixty (60) unit multi-family apartment complex upon a parcel of real property consisting of approximately 4.84 acres and located on the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg, APN: 396-020-017, and more particularly described in Exhibit “A” which is attached hereto and made a part hereof. With the exception of five (5) units which may be unrestricted, the Project will be rented to Senior Persons for a period of fifty-five (55) years.

B. On or about February 20, 2019, the Parties executed that certain First Amendment to Development Agreement (the “**First Amendment**”), wherein the City allowed for the deferral of Developer’s payment of the Capital Facilities Fees/Development Impact Fees as a "soft loan" repayable to the City by Developer in a manner consistent with Low-Income Housing Tax Credit program. The Initial Agreement, as amended by the First Amendment, is referred to herein as the “**Agreement**”.

C. By this Second Amendment, the Parties seek to further extend the term of the "soft loan" repayable to the City by Developer in a manner consistent with Low-Income Housing Tax Credit program requirements, as provided herein. Additionally, by this Second Amendment, the Parties desire to revise, among other provisions, Section 9.1 of the Agreement.

D. Pursuant to Government Code section 65868, the Parties are expressly authorized to amend this Agreement, by their mutual consent.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Second Amendment and intending to be legally bound, the Parties agree as follows:

1. Unless otherwise specifically defined in the Second Amendment, all capitalized terms used in this Second Amendment shall have the same meanings as ascribed to them in the Agreement.

2. Section 3.5 is hereby deleted and replaced with the following:

“3.5 Capital Facilities Fees/Development Impact Fees. Developer shall pay to the City the applicable City Capital Facilities Fees/Development Impact Fees (collectively ‘**Capital Fees**’) for the Project in accordance with the provisions of Section 15.48 or Title 15 of the City Municipal Code and related City Ordinances and City Council Resolutions. The Capital Fees shall be paid to the City as a loan (the ‘**Capital Fees Loan**’) for a period of up to three-hundred sixty (360) months (‘**Loan Repayment Period**’). The Parties shall document the repayment of the Capital Fees Loan except that Developer, in this instance, shall not be required to collateralize or guarantee the Capital Fees Loan. The Capital Fees Loan shall accrue interest at a rate and terms which are consistent with CTCAC and LIHTC regulations and program requirements, as more particularly set forth in the documents evidencing the Capital Fees Loan. The Parties shall work cooperatively to document any other terms of the Capital Fees Loan in a manner reasonably acceptable to the Parties. Developer shall make payments towards Capital Fees Loan in accordance with the Capital Facilities Loan documents using residual receipts from the Project, as more particularly described therein.”

3. Section 4.1 is hereby deleted and replaced with the following:

“4.1 Time Requirements. City and Developer agree that the Project will be developed and constructed in accordance with the following time constraints:

a. Developer will Commence Construction of the Project no later than two (2) years after the Effective Date;

b. Developer will complete construction of the Project no later than twenty-four (24) months following the date of commencement of the construction; and

c. Notwithstanding anything to the contrary contained herein, including, without limitation, subsection b. above, in the event any Mortgagee forecloses upon its Mortgage, or accepts a deed-in-lieu of foreclosure, such Mortgagee, or its designee or assignee, shall have thirty-six (36) months from the completion of the foreclosure or the recordation of a deed-in-lieu of foreclosure within which to complete construction of the Project.”

4. Section 9.1, subsection a., is hereby deleted and replaced with the following:

“a. (i) A conveyance of a security interest in the Property in connection with any loan (a ‘**Secured Interest**’), (ii) a transfer of title to any Mortgagee (or its designee) in connection with a foreclosure upon a Mortgage or a deed-in-lieu thereof, or (iii) any subsequent transfer of title to any third-party (a ‘**Third Party Transfer**’) by such Mortgagee (or its designee) after completion of foreclosure or deed-in-lieu thereof (a ‘**New Developer**’). Notwithstanding anything to the contrary contained herein, including, without limitation, in this Section 9, above, any Mortgagee (or its designee) who obtains title to the Property as a result of a foreclosure or deed-in-lieu thereof shall not be required to execute and deliver an Assignment and Assumption Agreement in the form of Exhibit ‘D’ (an ‘**Assumption Agreement**’) attached hereto; provided, however, that such Mortgagee’s (or designee’s) right to complete a Third Party Transfer is hereby conditioned upon the New Developer executing an Assumption Agreement.”

5. Section 11.1.a is hereby amended to add the following sentence at the end of such section: “As used herein, ‘low income’ shall mean income that 80% or less of area median income, which requirement shall not apply to five (5) market rate units or one (1) manager’s unit.”

6. The second sentence of Section 11.1.b is hereby amended and restated in its entirety to read as follows:

“In addition, if, and only if, the County Regulatory Agreement has a term of less than 55 years, then Developer shall also cause the Regulatory Agreement (also referred to herein as the ‘**City Regulatory Agreement**’) to be executed and recorded in the Official Records of Fresno County, California. The City Regulatory Agreement and all rental restrictions set forth in this Agreement, including, without limitation, those set forth in Recital C and Section 11.1.a, shall at all times be subordinate to the lien of the Mortgage executed by Developer for the benefit of Wells Fargo Bank, National Association (together with its successors and/or assigns, ‘**Wells Fargo**’).”

7. The first word of Section 12.1.a is hereby replaced with the word “If”.
8. Section 14.1 is hereby amended and restated in its entirety to read as follows:

“14.1 Developer’s Breach Not Defeat Mortgage Lien. Developer’s breach of any of the terms, covenants or restrictions contained in this Agreement or the City Regulatory Agreement shall not defeat or render void the lien of any Mortgage made in good faith and for value. As a condition precedent to receiving any rights under this Agreement, a New Developer must execute an Assumption Agreement, whereby the New Developer agrees that all of the terms, conditions, covenants and restrictions of this Agreement and the City Regulatory Agreement (if any) shall be binding and effective against the New Developer; provided, however, that neither a Mortgagee (or its designee) or a New Developer shall be obligated to cure any monetary defaults of Developer hereunder (excluding the Capital Fees Loan), including, without limitation, any obligations of Developer arising under Section 10 hereof, or any defaults that are personal to Developer and incapable of being cured by such New Developer. The New Developer shall execute an Assumption Agreement within ten (10) days after acquiring title to the Project Property. The New Developer’s failure to execute an Assumption Agreement within said ten (10) day time period shall constitute a Developer’s default under this Agreement.”

- 9.
10. So long as Wells Fargo is a Mortgagee, Wells Fargo is hereby made an express third party beneficiary of Sections 4.1.c., 9.1.a., 11.1.b. and 14.1 of the Development Agreement, and such Sections shall not be amended, modified or deleted without the prior written consent of Wells Fargo.
11. Except as specifically amended herein, the terms of the Agreement shall remain in full force and effect.
12. Upon execution of this Second Amendment, City shall promptly record this document as provided in California Government Code sections 65868 and 65868.5.

(Signatures on following page)

IN WITNESS WHEREOF, City and Developer have executed this Second Amendment on the date first above written.

City:

CITY OF KINGSBURG,
a Charter City

By: _____
Michelle Roman, Mayor

ATTEST:

ABIGAIL PALSGAARD, City Clerk

APPROVED AS TO FORM

By: _____
Michael J. Noland
City Attorney

Developer:

By: HOUSING AUTHORITY OF FRESNO
COUNTY, CALIFORNIA, a public body
corporate and politic

By: _____
Preston Prince, CEO/Executive Director

ORDINANCE NO. 2019-007**AN ORDINANCE OF THE CITY OF KINGSBURG APPROVING THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT WITH THE HOUSING AUTHORITY OF FRESNO COUNTY**

WHEREAS, on or about January 16, 2019, the City of Kingsburg (“City”) and the Housing Authority of Fresno County (“Developer”) executed that certain Development Agreement (“**Agreement**”) to memorialize certain mutual terms and conditions related to the Developer's construction of up to a sixty (60) unit multi-family apartment complex (“Project”) upon a parcel of real property consisting of approximately 4.84 acres and located on the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg, APN: 396-020-017, and more particularly described in Exhibit “A” to the Agreement. With the exception of five (5) units which may be unrestricted, the Project will be rented to Senior Persons for a period of fifty-five (55) years.

WHEREAS, on or about February 20, 2019, the City and the Developer executed that certain First Amendment to Development Agreement (“**First Amendment**”), wherein Section 3.5 of the Agreement was amended to allowed for the deferral of Developer’s payment of the Capital Facilities Fees/Development Impact Fees as a "soft loan" repayable to the City by Developer in a manner consistent with Low-Income Housing Tax Credit program.

WHEREAS, City and the Developer desire to again amend the Agreement in accordance with that certain Second Amendment to Development Agreement (“**Second Amendment**”) attached to this Ordinance as Exhibit “A” and made a part hereof. The Second Amendment will: (i) revise Section 3.5 of the Agreement to extend the term of the "soft loan" repayable to the City by Developer to a repayment period of thirty (30) years and in a manner consistent with Low-Income Housing Tax Credit program requirements; (ii) revise Section 4.1 of the Agreement to allow for three (3) years from the date of completion of a foreclosure proceeding by a mortgagee to complete the Project; and (iii) revise certain provisions in Sections 9.1, 11.1 and 14.1 of the Agreement.

NOW THEREFORE, the Successor Agency does ordain as follows:

Section 1. The City Council for the City of Kingsburg makes the following findings regarding the Project as amended by the Second Amendment:

1. The Project remains consistent with the Kingsburg General Plan and any applicable specific plan.
2. The Project remains in compliance with the applicable City zoning and use in the applicable zone district, all applicable development standards and specifications and other applicable laws, rules and regulations.

3. The Project will not be detrimental to the public health, safety and general welfare.
4. The Project will continue to provide sufficient benefit to the City to justify entering into the Second Amendment.

Section 2. The Second Amendment is approved and the Mayor of the City is authorized and instructed to execute the Second Amendment on behalf of the City.

Section 3. This ordinance shall take effect thirty (30) days after its passage and shall be published with the Kingsburg Recorder within fifteen (15) days after its passage.

PASSED AND ADOPTED at a regular meeting of the City Council for the City of Kingsburg duly called and held on the 4th day of December, 2019, by the following vote:

AYES:	Council Member	_____

NOES:	Council Member	_____
ABSTAIN:	Council Member	_____
ABSENT:	Council Member	_____
	APPROVED	_____
		Mayor

ATTEST: _____
City Clerk

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss

1 I, **ABIGAIL PALSGAARD**, Clerk of the City of Kingsburg, do hereby certify the
2 foregoing ordinance was duly introduced at a regular meeting of the City Council for the City of
3 Kingsburg on the 20th day of November, 2019, and duly passed and adopted at a regular meeting
4 of the City Council for the City of Kingsburg held on the 4th day of December, 2019.

5 Dated: December __, 2019

Abigail Palsgaard, City Clerk

6 F:\WORD\11\11141.263\Ordinance Approving Second Amendment to Development Agreement 111219.doc
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EXHIBIT "A"

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Meeting Date: 11/06/2019
Agenda Item: 5.4

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Michael Noland, City Attorney **REVIEWED BY:** AH

AGENDA ITEM: Approval of Offsite Improvement Agreement and Guaranty Regarding Linnaea Villas Development

ACTION REQUESTED: ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

EXECUTIVE SUMMARY

To assist with the development of the construction of up to a sixty (60) unit multi-family apartment complex ("Project") upon a parcel of real property consisting of approximately 4.84 acres and located on the southwest corner of Sierra Street and Madsen Avenue in the City of Kingsburg, APN: 396-020-017, the Housing Authority of Fresno County ("Housing Authority") and Linnaea Villas, LP, a California limited partnership ("Developer") are requesting assistance from the City with the construction of the Offsite Improvements for the Project. The Developer has requested the City construct the Offsite Improvements with the Developer reimbursing the City the total costs of construction of the Offsite Improvements. The reimbursement will take place concurrently with the construction of the Offsite Improvements.

Attached is a draft Offsite Improvement Agreement between the Developer and the City. There will be some "fine tuning" of the Offsite Improvement costs and language revisions may be necessary before the Offsite Improvement Agreement is placed in final form for signature. Staff is recommending the City Council approve the attached draft form of the Offsite Improvement Agreement subject to the City Manager's, City Engineer's and City Attorney's approval of any further revisions to the attached Offsite Improvement Agreement.

To ensure reimbursement to the City of the total costs of construction of the Offsite Improvements, the Housing Authority will guaranty of obligations of the Developer pursuant to the attached draft Guaranty. As with the Offsite Improvement Agreement, some language revisions may be necessary before the Guaranty is placed in final form for signature. Staff is recommending the City Council approve the attached draft form of the Guaranty Agreement subject to the City Manager's, City Engineer's and City Attorney's approval of any further revisions to the attached Guaranty Agreement.

RECOMMENDED ACTION BY CITY COUNCIL

1. *City Council approve the attached draft forms of the Offsite Improvement Agreement and the Guaranty Agreement subject to the City Manager's, City Engineer's and City Attorney's approval of any further revisions to the attached Offsite Improvement Agreement and Guaranty Agreement and authorize the City Manager to execute the final form of the Offsite Improvement Agreement and Guaranty Agreement.*

POLICY ALTERNATIVE(S)

1. Council could choose not to approve the attached draft forms of the Offsite Improvement Agreement and the Guaranty Agreement subject to the City Manager's, City Engineer's and City Attorney's approval of any further revisions to the attached Offsite Improvement Agreement and Guaranty Agreement and authorize the City Manager to execute the final form of the Offsite Improvement Agreement and Guaranty Agreement.

STRATEGIC GOAL(S) MET:

1. Ensure Financial Stability

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|------------|
| 1. Is There A Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>No</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

ATTACHED INFORMATION

1. Draft Offsite Improvement Agreement
2. Draft Guaranty Agreement

**OFFSITE IMPROVEMENT AGREEMENT
BETWEEN THE
KINGSBURG LINNAEA VILLAS, LP AND
THE CITY OF KINGSBURG
Linnaea Villas Project**

THE OFFSITE IMPROVEMENT ("this Agreement") is entered into this ____ day of _____, 2019, by and between the CITY OF KINGSBURG, a California Charter city, ("City"), and KINGSBURG LINNAEA VILLAS, LP, a California limited partnership ("LP"). Collectively, City and LP shall be referred to in this agreement as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, City and HOUSING AUTHORITY OF FRESNO COUNTY, CALIFORNIA, a public body politic and corporate ("HAFC"), entered into a Development Agreement on January 16, 2019 pursuant to Article 2.5 of Chapter 4 of Division 1 of Title 7, Sections 65864 through 65869.5 of the California Government Code agreeing to various terms of the Project, which was amended on February 20, 2019 (collectively, the "Development Agreement"); and

WHEREAS, the LP has received tax credit financing from the California Tax Credit Allocation Committee ("CTCAC") and the Low-Income Housing Tax Credit ("LIHTC") to help pay for the cost of constructing a 47-unit affordable senior apartment housing project ("Housing Project") located in the City of Kingsburg, County of Fresno, California at Assessor's Parcel Number 396-020-017 (the "Property"). A description of the Property and the Housing Project are attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, HAFC has conveyed the Property to the LP, which will own, finance, construct, and operate the Housing Project; and

WHEREAS, the City approved HAFC's site plan for the Housing Project and issued certain conditions of approval ("COA") for the Housing Project on _____, 2019. The COA requires HAFC to construct certain offsite improvements including street extensions and construction along Madsen Avenue and 24th Street, and parking lot improvements at Tri-County Medical Clinic and as more fully described in the estimate of the Probable Construction Costs prepared by Gateway Engineering, Inc. ("Gateway Estimate") as set forth in Exhibit "B" attached hereto and incorporated herein by this reference (collectively "Offsite Improvements"). The Gateway Estimate includes the estimated cost of construction administration and construction contingency; and

WHEREAS, the City and LP now desire to enter into this Agreement in order to outline the roles and responsibilities of Parties regarding the construction of Offsite Improvements.

NOW, THEREFORE, in consideration of the above recitals, the Parties agree as follows:

1. OFFSITE IMPROVEMENTS.

Based upon the Gateway Estimate, the City shall solicit bids from responsible contractors for the construction of the Offsite Improvements. The City's award to the lowest responsible bidder of a contract ("Construction Contract") for construction of the Offsite Improvements shall

identify the initial cost of the construction of the Offsite Improvements ("Initial Offsite Improvements Cost") and the schedule for completion of the construction of the Offsite Improvements ("Construction Schedule"). In no event shall the Initial Offsite Improvements Cost contained in the Construction Contract exceed, in the aggregate, the costs shown in Exhibit "B" attached hereto without the prior written consent of the LP. The Offsite Improvements shall be constructed in accordance with this Agreement and the Construction Contract. The City shall assume financial responsibility for developing, constructing, and completing the Offsite Improvements, at a cost no greater than the Initial Offsite Improvement Cost, and payment of the Initial Offsite Improvements Costs.

The Parties acknowledge that after commencement of construction of the Offsite Improvements, circumstances may arise which were not anticipated by or identified in the Gateway Estimate requiring additional Offsite Improvement work (collectively "Additional Offsite Work") and an increase in the Initial Offsite Improvement Cost ("Additional Offsite Work Cost"). In the event that the City engineer determines that some Additional Offsite Work may address conditions that would likely impact public health and safety ("Health and Safety Additional Offsite Work"), the City shall immediately notify the LP of such a condition. Any Health and Safety Additional Offsite Work and the related Additional Offsite Work Cost must be identified in a change order executed by the contractor and approved by the City's engineer prior to commencement of the Health and Safety Additional Offsite Work. Any Additional Offsite Work and Additional Offsite Work Cost that is not Health and Safety Additional Offsite Work must be identified in a change order executed by the contractor and approved by the City's engineer and the LP prior to commencement of the Additional Offsite Work.

In the event LP reasonably determines the City's contractor has failed to complete, in a timely manner, the Offsite Improvements (or the Limited Offsite Improvements described in Section 2.B below, or any Additional Offsite Improvements), LP will provide City with an "intent to take over work" notice ("Take Over Notice") identifying those Offsite Improvements (or the Limited Offsite Improvements or Additional Offsite Improvements, as applicable) that have not been completed by the City's contractor in accordance with the provisions of the Construction Contract and a timeline for completion of the Offsite Improvements (or the Limited Offsite Improvements or Additional Offsite Improvements, as applicable). The parties will then work collaboratively to accomplish the timely completion of the Offsite Improvements and the Limited Offsite Improvements and Additional Offsite Improvements, as applicable. In the event the parties cannot resolve the Offsite Improvements (or the Limited Offsite Improvements or Additional Offsite Improvements, as applicable) construction issues identified in the Take Over Notice within thirty (30) days after the date of the Take Over Notice, LP shall complete the Offsite Improvements (or the Limited Offsite Improvements or Additional Offsite Improvements, as applicable) identified in the Take Over Notice and invoice the City for the cost of completing such subject Offsite Improvements (or the Limited Offsite Improvements or Additional Offsite Improvements, as applicable) which is in excess of the Offsite Improvements Cost (and any Additional Offsite Work Cost and/or cost of any Limited Offsite Improvements). The City will pay such invoiced amounts to the LP within thirty (30) days after receipt of the invoice. The City hereby grants to LP a temporary non-exclusive easement over those portions of the dedicated rights-of-way upon which the Offsite Improvements, and any Limited Offsite Improvements or Additional Offsite Improvements, as applicable, are to be constructed solely for the purpose of completion of the Offsite Improvements (or Limited Offsite Improvements or Additional Offsite Improvements, as applicable) identified in the Take Over Notice. Such temporary easement shall automatically terminate upon the LP's completion of the Offsite Improvements (or Limited Offsite Improvements or Additional Offsite Improvements, as applicable) identified in the Take Over Notice. LP and the City shall work to ensure that all permits are obtained for the Offsite

Improvements (and the Limited Offsite Improvements or Additional Offsite Improvements, as applicable).

2. TIMING OF CONSTRUCTION PROJECTS.

A. LP expects to begin construction of the Housing Project on or about January ____, 2020, with construction ending on or about _____ ("Housing Project Completion"). The City will use due diligence to complete the Offsite Improvements prior to the Housing Project Completion.

B. Upon Housing Project Completion and the completion of the Offsite Improvements (and the Limited Offsite Improvements or Additional Offsite Improvements, as applicable), the City shall issue a Certificate of Occupancy ("COO") for the Housing Project. LP shall provide the City with [120] days' prior notice of the expected date of Housing Project Completion. In the event the City determines the Offsite Improvements (and the Limited Offsite Improvements or Additional Offsite Improvements, as applicable) will not be completed on or before the Housing Project Completion, the City agrees that it will make the improvements the City determines are necessary to allow the City to issue a COO for the Housing Project, including all offsite utility point of connections needed for the Housing Project and temporary vehicular and pedestrian access to the Housing Project along 24th Street [To be confirmed whether access also needed from Madsen Avenue] (collectively, the "Limited Offsite Improvements"). The City shall continue to construct the remaining Offsite Improvements (and the Limited Offsite Improvements or Additional Offsite Improvements, as applicable) to completion in a timely manner.

C. If LP is in default of its obligation to reimburse the City as provided in Section 3, the City shall not issue a COO until such default is cured.

D. Each Party shall use reasonable efforts to ensure timely completion of the Housing Project and the Offsite Improvements as applicable.

3. REIMBURSEMENT OF OFFSITE IMPROVEMENTS.

Each month, the City shall provide to LP an invoice for the cost of construction of the Offsite Improvements and Additional Offsite Work, if any, along with the change orders for any Health and Safety Additional Offsite Work constructed during the time period identified in the invoice, which invoices shall specify the amount and the cost categories identified in Exhibit "B" and the Construction Contract. The LP shall pay each invoice within (thirty) 30 days after the date of receipt of the invoice. So long as the amounts and cost categories set forth in the City invoices are consistent with the Initial Offsite Improvement Costs, change orders identifying any Additional Offsite Work Cost, and change orders identifying any Additional Offsite Work Cost other than Health and Safety Additional Offsite Work Cost that have been approved by the LP, the LP shall not dispute any invoice or the costs and expenses identified therein. Should an amount or cost category identified in any City invoice not be included in the Initial Offsite Improvement Costs, change orders identifying any Additional Offsite Work Cost, and change orders identifying any Additional Offsite Work Cost other than Health and Safety Additional Offsite Work Cost that have been approved by the LP, the LP may dispute such amount. The parties shall work collaboratively to address the LP's concerns regarding the disputed invoice amount. Nothing in this Section 3 shall limit LP's right to dispute invoices for work not constructed in accordance with the provisions of the Construction Contract.

4. EFFECTIVENESS, DURATION AND TERMINATION.

This AGREEMENT shall be effective upon its complete execution by the Parties' authorized agents and shall terminate upon the earlier of (i) the completion of the Housing Project, the Offsite Improvements, Additional Offsite Work and the City's issuance of the final COO and the LP's reimbursement to the City of the total Initial Offsite Improvement Cost and all Additional Offsite Work Costs paid by the City for construction of the Offsite Improvements and Additional Offsite Work; or (ii) the mutual agreement of the Parties hereto. Either Party may terminate this Agreement for cause upon written notice to the other Party and following the other Party's failure to reasonably cure an event of non-performance identified in such written notice within thirty (30) days after written notice thereof. Termination shall be effective as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each Party under this Agreement shall cease as of the Effective Date of Termination ("Effective Date of Termination"), except for those specific obligations that shall survive termination as set forth herein.

5. RECORDKEEPING AND PERFORMANCE DATA.

Each Party shall keep and maintain proper records and documentation sufficient to substantiate its performance of its obligations and responsibilities under this Agreement, and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other Party for a period of three (3) years following expiration or earlier termination of this Agreement.

6. COMPLIANCE WITH GOVERNING LAW.

Each Party shall comply with all federal, state and local laws, rules, regulations and ordinances in the performance of its obligations and responsibilities under this Agreement. No Party in its performance of this Agreement shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era.

7. CAPACITY OF CITY AND LP.

Each Party is acting in an independent contractor capacity. Nothing in this Agreement and nothing in the course of dealings between the Parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition and without limitation, each Party shall be solely responsible for all matters relating to payment of its contractors and employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of the LP. The City assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by LP will not for any purpose be considered employees or agents of the City. LP assumes full responsibility for the actions of such personnel while they are performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes

and social security), disability benefits and the like, as applicable.

The Parties further agree and acknowledge that each Party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each Party shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each Party's respective obligations or on the exercise of their rights under this Agreement, including without limitation income, payroll or employment-related taxes and payments.

Neither Party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other Party without the prior written consent of both Parties.

8. INDEMNIFICATION.

To the furthest extent allowed by law including California Civil Code section 2782, LP shall indemnify, hold harmless and defend the City and its officers, officials, employees, agents, servants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the LP's performance of this Agreement or as a result of any act or omission to act of the LP or any of the LP's, any partners, officers, employees, agents, representatives or contractors. LP's obligation herein shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the negligence, or the willful misconduct, of City or its officers, officials, employees, agents, servants, volunteers or contractors. In addition, LP's obligations under this Section 8 shall be limited to, and payable solely from, the assets of LP and the liability insurance the LP is required to maintain under this Agreement. This section shall survive termination or expiration of this Agreement.

To the furthest extent allowed by law including California Civil Code section 2782, City shall indemnify, hold harmless and defend LP and each of its officers, officials, employees, agents, servants and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by LP, City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or as a result of any act or omission to act of the City or any of the City's officials, officers, employees, agents, representatives or contractors. City's obligations under the proceeding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the negligence, or the willful misconduct, of LP or any of its officers, officials, employees, agents, servants, volunteers or contractors. In addition, City's obligations under this Section 8 shall be limited to, and payable solely from the assets of the City and the liability insurance the City is required to maintain under this Agreement. This section shall survive termination or expiration of this Agreement.

The parties agree that this Agreement shall in no way act to abrogate or waive any immunities available to City under the Tort Claims Act of the State of California.

9. INSURANCE.

City and the LP shall each shall procure and maintain for the duration of this contract, and for two

(2) years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to each Party and its respective officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

A. **COMMERCIAL GENERAL LIABILITY**

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

B. **COMMERCIAL AUTOMOBILE LIABILITY**

\$1,000,000 per accident for bodily injury and property damage.

C. **Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

The LP shall name the City and its officers, officials, employees, agents and volunteers as additional insureds under LP's Commercial General Liability Insurance. City shall name LP and its officers, officials, employees, agents and volunteers as additional insureds under the City's Commercial General Liability Insurance.

10. ATTORNEY'S FEES.

If a Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing Party in such proceeding or action shall be entitled to recover from the other Party its/their reasonable attorney's fees and legal expenses.

11. NOTICES.

Any notice required or intended to be given to a Party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express, DHL, or other similar courier addressed to such Party at the appropriate address set forth herein, (b) the date of receipt by facsimile or electronic mail to the City Representative or the LP Representative, or (c) three business days after the date of mailing (postage pre- paid return receipt requested). Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

City Representative(s):

City of Kingsburg
Attn: Alex Henderson, City Manager
1401 Draper Street
Kingsburg, California 93631

(559) 897-5821
Email: ahenderson@cityofkingsburg-ca.gov

With copies to

Michael Noland, Esq.
Kahn Soares & Conway, LLP
219 N. Douty Street
Hanford, California 93230
Tel: (559) 584-3337
Email: mnoland@kschanford.com

LP Representative(s):

Housing Authority of Fresno County, California
Attn: Preston Prince, CEO/Executive Director
1331 Fulton Street
Fresno, California 93721
Tel: (559) 443-8400
Email: _____

With copies to

Kenneth J. Price, Esq.
Baker, Manock & Jensen, PC
5260 N. Palm Avenue, Suite 421
Fresno, California 93704
Tel: (559) 432-5400
Email: KPrice@bakermanock.com

12. BINDING.

Once this Agreement is signed by all the Parties, it shall be binding upon, and shall inure to the benefit of, the Parties, and each Party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives. The terms and conditions of this Agreement, express or implied, exist only for the benefit of the Parties to this Agreement and their respective successors and assigns as set forth in this Agreement. No other person or entity will be deemed to be a third party beneficiary of this Agreement.

13. ASSIGNMENT.

There shall be no assignment by any Party of its rights or obligations under this Agreement without the prior written approval of the other Party. Any attempted assignment by a Party, its successors or assigns, shall be null and void unless approved in writing by the other Party.

14. WAIVER.

The waiver by any Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

No provisions of this Agreement may be waived unless in writing and approved by and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either Party shall constitute a breach of this Agreement unless the injured Party first notifies the other Party of the purported breach in writing setting forth the alleged breach

or default and said Party does not cure the same within thirty (30) days after the date of the written notice of breach or default given by the non-defaulting Party. The payment of any fee or compensation or performance of any obligation hereunder by either Party shall not constitute a waiver of any breach by the other Party or of any of the rights and remedies which either Party may have as a result of such breach. No waiver by either Party of breach of the Agreement shall be implied from any failure by the other Party to take action on account of such breach if such breach persists or is repeated. Waivers by either Party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

15. GOVERNING LAW AND VENUE.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be in Fresno County, California.

16. HEADINGS.

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

17. SEVERABILITY.

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

18. INTERPRETATION.

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the Parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor or against any Party, but rather by construing the terms in accordance with their generally accepted meaning.

19. REPRESENTATIONS AND WARRANTIES.

Each Party hereby represents and warrants to the other Party, and agrees that it has the full power and authority to enter into this Agreement and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

20. TIME OF THE ESSENCE.

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

21. ENTIRE AGREEMENT.

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the Parties as to the matters set forth in this Agreement. Any modifications or

amendments to this Agreement must be in writing signed by an authorized agent of each Party.

INWITNESS THEREOF, the Parties have caused their authorized agents to execute this Agreement as of the date first set forth above:

CITY OF KINGSBURG,
a Charter city

DRAFT
By: _____
Alex Henderson
City Manager

KINGSBURG LINNAEA VILLAS, LP,
a California limited partnership

DRAFT
By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
City Attorney

DRAFT
By: _____
Michael J. Noland, Esq.

ATTEST

City Clerk

DRAFT
By: _____

Attachments:

Exhibit A – Housing Project and Property Description
Exhibit B – Offsite Improvements.

Engineers Estimate Probable Construction Costs



Project Data

Project: Linnaea Villas - Kingsburg
Madsen Avenue and 24th Avenue Off-site Improvements.
Client: Fresno Housing Authority
Date: November 15, 2019

Summary

Item:	Description:	Cost:	
1	Sierra Street off-site improvements:	\$	169,306
2	Madsen Avenue off-site improvements:	\$	536,026
3	24th Street off-site improvements:	\$	362,337
Subtotal:		\$	1,067,669
4	Construction Staking (7%):	\$	74,737
5	Contract Docs, Specs, & Bid Admin:	\$	25,000
6	Construction Administration (10%):	\$	106,767
7	Material Testing (4%):	\$	42,707
8	Contingency (10%):	\$	106,767
Grand total:		\$	1,423,647

Sierra Street Road Improvements

Grading

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Demolition (Asphalt, Curb, Drive)	\$ 3,500	LS	\$ 3,500
2	1	LS	Erosion control	\$ 5,000	LS	\$ 5,000
3	180	CY	Excavation	\$ 6.00	CY	\$ 1,080
4	14,200	SF	Subgrade Preparation	\$ 0.85	SF	\$ 12,070
Subtotal:						\$ 21,650

Road Improvements

Item	Quantity		Description	Unit Cost		Total
1	321	LF	Curb and Gutter	\$ 21.00	LF	\$ 6,741
2	1,720	SF	Concrete sidewalk	\$ 7.00	SF	\$ 12,040
3	9,150	SF	4" AC over 4" AB	\$ 5.50	SF	\$ 50,325
4	1,110	LF	Road stripe and signage	\$ 15.00	LF	\$ 16,650
Subtotal:						\$ 85,756

Storm Drain System

Item	Quantity		Description	Unit Cost		Total
1	130	LF	12" RCP CL III	\$ 60.00	LF	\$ 7,800
2	108	LF	18" RCP CL III	\$ 75.00	LF	\$ 8,100
2	1	EA	Curb drain inlet	\$ 4,000	EA	\$ 4,000
4	3	EA	48" SDMH	\$ 7,000	EA	\$ 21,000
Subtotal:						\$ 40,900

Water System

Item	Quantity		Description	Unit Cost		Total
2	1	EA	Remove and relocate exist. FH	\$ 2,000	EA	\$ 2,000
Subtotal:						\$ 2,000

Street Light System

Item	Quantity		Description	Unit Cost		Total
1	3	EA	Street lights	\$ 5,500	EA	\$ 16,500
Subtotal:						\$ 16,500

Cal Trans Encroachment Permit

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Cal Trans Inspection	\$ 2,500	LS	\$ 2,500
Subtotal:						\$ 2,500

Total Improvement Costs (Sierra St.) \$ 169,306

Madsen Avenue Road Improvements

Grading

Item	Quantity		Description	Unit Cost		Total
1	8,580	SF	Demolish existing AC	\$ 0.75	SF	\$ 6,435
2	1	LS	Erosion control	\$ 5,000	LS	\$ 5,000
3	330	CY	Excavation	\$ 6.00	CY	\$ 1,980
4	29,000	SF	Subgrade Preparation	\$ 0.85	SF	\$ 24,650
5	340	LF	Roadside ditch grading	\$ 3.25	LF	\$ 1,105
Subtotal:						\$ 39,170

Road Improvements

Item	Quantity		Description	Unit Cost		Total
1	380	LF	Curb and Gutter	\$ 21.00	LF	\$ 7,980
2	3,300	SF	Concrete sidewalk	\$ 7.00	SF	\$ 23,100
3	1	EA	27' wide drive approach	\$ 4,500	EA	\$ 4,500
4	13,152	SF	4" AC over 4" AB	\$ 5.50	SF	\$ 72,336
5	460	LF	Road stripe and signage	\$ 15.00	LF	\$ 6,900
6	1	EA	Reconnect to existing driveway	\$ 2,500	EA	\$ 2,500
Subtotal:						\$ 117,316

Storm Drain System

Item	Quantity		Description	Unit Cost		Total
1	129	LF	12" RCP CL III	\$ 60.00	LF	\$ 7,740
2	1	EA	Curb drain inlet	\$ 4,000	EA	\$ 4,000
3	1	EA	Type E drain inlet	\$ 4,500	EA	\$ 4,500
4	1	EA	48" SDMH	\$ 7,000	EA	\$ 7,000
Subtotal:						\$ 23,240

Water System

Item	Quantity		Description	Unit Cost		Total
1	260	LF	Remove Existing water line and replace within roadway.	\$ 130	LF	\$ 33,800
2	1	EA	Remove and relocate exist. FH	\$ 2,000	EA	\$ 2,000
3	1	EA	Install FH and Assembly	\$ 2,000	EA	\$ 2,000
4	1	EA	6" Fire sprinkler service	\$ 1,000	EA	\$ 1,000
Subtotal:						\$ 38,800

Street Light System

Item	Quantity		Description	Unit Cost		Total
1	3	EA	Street lights	\$ 5,500	EA	\$ 16,500
Subtotal:						\$ 16,500

Madsen Avenue Road Imps (Continued)	
1	1.000
2	1.000
3	1.000
4	1.000
5	1.000
6	1.000
7	1.000
8	1.000
9	1.000
10	1.000
11	1.000
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97	1.000
98	1.000
99	1.000
100	1.000

CID Irrigation Pipe Repair

Item	Quantity	Description	Unit Cost	Total
1	1	LS Replace CID Irrigation box culvert and jct. structure w/ 84" pipe.	\$ 300,000 LS	\$ 300,000
Subtotal:				\$ 300,000

Tulare County Plan review and Inspection:

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Tulare County plan review and inspection.	\$ 1,000	LS	\$ 1,000
Subtotal:						\$ 1,000

Total Improvement Costs (Madsen Ave.)	\$ 536,026
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24th Avenue Road Improvements

Grading

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Demolition (Asphalt, Curb, Drive)	\$ 5,500	LS	\$ 5,500
2	1	LS	Erosion control	\$ 5,000	LS	\$ 5,000
3	560	CY	Excavation	\$ 6.00	CY	\$ 3,360
4	34,966	SF	Subgrade Preparation	\$ 0.85	SF	\$ 29,721
Subtotal:						\$ 43,581

Road Improvements

[illegible]

Storm Drain System

Item	Quantity		Description	Unit Cost		Total
1	101	LF	12" RCP CL III	\$ 60.00	LF	\$ 6,060
2	537	LF	18" RCP CL III	\$ 75.00	LF	\$ 40,275
3	3	EA	Curb drain inlet	\$ 4,000	EA	\$ 12,000
4	1	EA	Type E drain inlet	\$ 4,500	EA	\$ 4,500
5	3	EA	48" SDMH	\$ 7,000	EA	\$ 21,000
Subtotal:						\$ 83,835

Sewer System

Item	Quantity		Description	Unit Cost		Total
1	80	LF	6" sewer service	\$ 25.00	LF	\$ 2,000
2	2	EA	Wye connection on exist. sewer	\$ 2,500	EA	\$ 5,000
3	2	EA	Sewer cleanout	\$ 1,500	EA	\$ 3,000
Subtotal:						\$ 10,000

24th Avenue Road Imps (Continued)

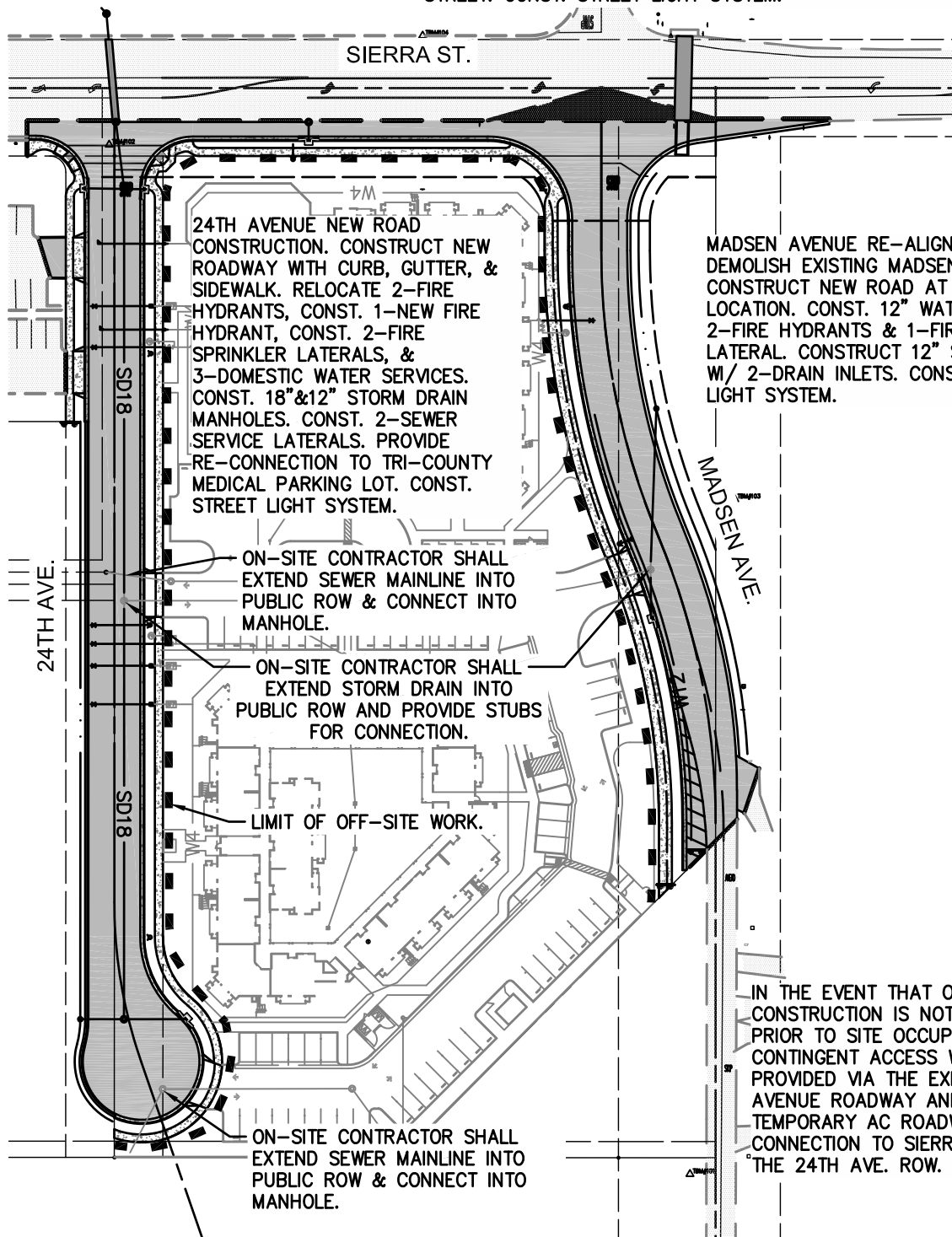
Water System

Item	Quantity		Description	Unit Cost		Total
1	2	EA	Remove and relocate exist. FH	\$ 2,000	EA	\$ 4,000
2	1	EA	Install FH and Assembly	\$ 2,000	EA	\$ 2,000
3	2	EA	6" Fire sprinkler service	\$ 1,000	EA	\$ 2,000
4	2	EA	2" Domestic water service	\$ 1,000	EA	\$ 2,000
5	1	EA	2" Irrigation service	\$ 1,000	EA	\$ 1,000
Subtotal:						\$ 11,000

Street Light System

Item	Quantity	Description	Unit Cost	Total
1	4	EA Street lights	\$ 4,000 EA	\$ 16,000
Subtotal:				\$ 16,000
Total Improvement Costs (24th Ave.)				\$ 362,337

WIDEN SIERRA STREET AC PAVEMENT & CONST. CURB, GUTTER & SIDEWALK. RELOCATE 1-FIRE HYDRANT. CONST. 12" & 18" STORM DRAIN W/ 1-DRAIN INLET & 3-DRAIN MANHOLES. REPLACE EXIST. CID BOX CULVERT W/ NEW 84" IRRIGATION PIPE. RE-STRIPE SIERRA STREET. CONST. STREET LIGHT SYSTEM.



MADSEN AVENUE RE-ALIGNMENT. DEMOLISH EXISTING MADSEN AVE. & CONSTRUCT NEW ROAD AT RE-ALIGNED LOCATION. CONST. 12" WATER LINE W/ 2-FIRE HYDRANTS & 1-FIRE SPRINKLER LATERAL. CONSTRUCT 12" STORM DRAIN W/ 2-DRAIN INLETS. CONST. STREET LIGHT SYSTEM.

IN THE EVENT THAT OFF-SITE CONSTRUCTION IS NOT COMPLETE PRIOR TO SITE OCCUPANCY, CONTINGENT ACCESS WILL BE PROVIDED VIA THE EXISTING MADSEN AVENUE ROADWAY AND A TEMPORARY AC ROADWAY CONNECTION TO SIERRA ST. WITHIN THE 24TH AVE. ROW.

GATEWAY
ENGINEERING, INC.
CIVIL ENGINEERS I LAND SURVEYORS
P. 559-320-0344 | F. 559-320-0345 | WWW.GATEWAYENG.COM
405 PARK CREEK DRIVE, CLOVIS, CA 93611-4435

PROJECT:

LINNAEA VILLAS

DESCRIPTION:

PUBLIC VS. PRIVATE IMPROVEMENTS

JOB NO.:

19-066

DATE:

11/14/2019

SCALE:

1"=100'

SHEET:

1 OF 1

GUARANTY

THIS GUARANTY (this "Guaranty") is made as of the ____ day of _____, 2019 (the "Effective Date"), by **Housing Authority of Fresno County, California**, a public body, corporate and politic (the "Guarantor"), to and for the benefit of the **City of Kingsburg**, a charter city in the County of Fresno (the "City").

W I T N E S S E T H :

WHEREAS, City and Guarantor entered into that certain Development Agreement on January 16, 2019, which was amended on February 20, 2019, and as subsequently amended on November 20, 2019, pursuant to Article 2.5 of the Chapter 4 of Division 1 of Title 7, Sections 65864 *et seq.* of the California Government Code agreeing to various terms related to that certain 47-unit affordable senior apartment housing project known as Linnaea Villas in Kingsburg, California (the "Project") located in the City of Kingsburg, County of Fresno, California at Assessor's Parcel Number 396-020-017 (the "Property").

WHEREAS, Guarantor has transferred the Property to Kingsburg Linnea Villas, LP, a California limited partnership (the "LP"), which will own, finance, construct and operate the Project.

WHEREAS, on or about the Effective Date, the LP and the City have executed that certain Offsite Improvement Agreement, wherein the City will construct certain offsite improvements adjacent to the Project including street extensions and construction along Madsen Avenue and 24th Streets, and parking lot improvements at the Tri-County Medical Clinic and as more particularly described in Exhibit "B" to the Offsite Improvement Agreement (collectively, the Offsite Improvements"). The Offsite Improvement Agreement also provides that (i) the LP will reimburse the City for the cost of construction of the Offsite Improvements, and (ii) that the failure of the City to timely complete construction of the Offsite Improvements will not prevent the City from issuing a Certificate of Occupancy ("COO") for the Project as set forth in the Offsite Improvement Agreement.

WHEREAS, as inducement for the City's agreement to enter into the Offsite Improvement Agreement and agree to construct the Offsite Improvements in accordance with the provisions of the Offsite Improvement Agreement, Guarantor agrees to guaranty the LP's performance of all of its obligations and responsibilities under the Offsite Improvement Agreement, including, without limitation, the repayment of the cost of construction of the Offsite Improvements and the Limited Offsite Improvements (collectively the "LP's Obligations") to the City.

WHEREAS, the Guarantor acknowledges that the City is the beneficiary of this Guaranty.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby irrevocably and unconditionally promises, covenants, guarantees and agrees as follows:

1. **Guaranty Funding.** If the LP fails to pay or perform any of the LP Obligations when due, the Guarantor will, upon demand by the City, perform the LP Obligations including,

without limitation, the payment of all amounts due to City under the Offsite Improvement Agreement.

2. **Guaranty of Payment.** The guaranty made hereunder is of performance and payment and not of collection, and the Guarantor waives any right to require that any action be brought against the LP or any other person or entity liable for performance or payment of any of the LP Obligations or that resort first be had to any security therefor. The Guarantor hereby absolutely and unconditionally guarantees the prompt and full payment and performance of the LP Obligations, whether now existing or hereafter arising under the terms of the Offsite Improvement Agreement, and all renewals, modifications and extensions thereof, as and when the same must be performed and/or become due and payable under the terms and provisions of the Offsite Improvement Agreement.

3. **Enforcement and Guaranty.** The Guarantor shall pay on demand by the City any and all expenses (including, without limitation, reasonable attorneys' fees) incurred by the City in the enforcement of this Guaranty and the preparation therefor, whether or not an action or proceeding to enforce the same shall have been instituted. In any right of action that may accrue to the City by reason of any obligations guaranteed hereunder, the City may proceed against the Guarantor only, without having first proceeded against the LP or any other person or entity. The Guarantor represents, warrants and acknowledges that it has received good, valuable and sufficient consideration for the making of this Guaranty. Notwithstanding anything to the contrary set forth herein, the Guarantor's obligations hereunder are subject to applicable limitations on public housing authorities imposed by the U.S. Department of Housing and Urban Development or any other federal requirements. Accordingly, the Guarantor's obligations herein may be satisfied solely from unrestricted, non-federal funds and the Guarantor shall only be required to fund the obligations set forth herein to the extent the Guarantor has funds that are legally available for such purpose. Guarantor represents and warrants to the City that on the Effective Date and while this Guaranty is in effect, Guarantor has and will continue to have sufficient unrestricted, non-federal funds available to reimburse the City for the costs of construction of the Offsite Improvements and to perform any other LP obligations in accordance with the provisions of the Offsite Improvement Agreement.

4. **Waiver by Guarantor.** The Guarantor hereby waives (a) notice of acceptance of this Guaranty; (b) any and all other notices to which the Guarantor might otherwise be entitled except as required herein; (c) any and all present or future defenses arising by reason of any disability of the LP or any present or future defense of any other person or entity; (d) any and all rights to extension, composition, election with respect to any collateral or any other rights under any provision of the Federal Bankruptcy Code, as now existing or hereafter amended from time to time, or any other debtor's or the Guarantor's remedy thereunder or under any other federal or state law affecting creditors' rights; (e) diligence in any attempt to enforce the obligations guaranteed hereby, to realize upon any security therefor or to collect from whomsoever any amount, the payment of which is guaranteed hereby, and any right to require that any action be brought against the LP or any other person or entity or to require that resort first be had to any such security; (f) protection of any such security for the payment of the obligations guaranteed hereby; (g) the observance of any and all formalities that might otherwise be required to charge the Guarantor with liability hereunder; (h) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in any other respects

more burdensome than that of a principal; and (i) any defense based upon any borrowing or any grant of a security interest under Section 364 of the Federal Bankruptcy Code. Without limiting the generality of the foregoing or any other provision hereof, the Guarantor expressly waives any and all benefits which might otherwise be available to the Guarantor under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2899 and 3433 and California Code of Civil Procedure Sections 580a, 580b, 580d and 726, or any of such sections. The Guarantor further hereby waives all rights and defenses arising out of an election of remedies by the City, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed the Guarantor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the Code of Civil Procedure or otherwise and all rights and defenses arising out of the expiration of any statute of limitations regarding any action by the City against the LP, the Guarantor or any other person or entity.

5. **Bankruptcy of LP.** If all or any portion of the obligations guaranteed hereunder are paid or performed, the obligations of the Guarantor hereunder shall continue and shall remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the LP as a preference, fraudulent transfer or otherwise under the Bankruptcy Code or other similar laws, irrespective of (i) any notice of revocation given by the Guarantor prior to such avoidance or recovery, or (ii) full payment and performance of all of the indebtedness and obligations evidenced by and/or secured by the Offsite Improvement Agreement.

6. **Absolute Guaranty.** This Guaranty is an absolute, irrevocable, present and continuing Guaranty, and the LP Obligations shall be conclusively presumed to have been created in reliance hereon.

7. **Primary Obligation.** This Guaranty is a primary obligation of the Guarantor. No irregularity, unenforceability or invalidity of any of the documents creating the LP Obligations or of any other document, item, matter, action or circumstance shall impair, release or be a defense to the City's rights under this Guaranty or the Offsite Improvement Agreement.

8. **Defenses.** The Guarantor has no present defense whatsoever to any action or proceeding at law or otherwise that may be instituted on this Guaranty, including without limitation any rights of subrogation.

9. **Notices.** Any notice required or intended to be given to a Party under the terms of this Agreement shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express, DHL, or other similar courier addressed to such Party at the appropriate address set forth herein, (b) the date of receipt by facsimile or electronic mail to the City Representative or the LP Representative, or (c) three business days after the date of mailing (postage pre-paid return receipt requested). Either Party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

City Representative(s):

City of Kingsburg

Attn: Alex Henderson, City Manager
1401 Draper Street
Kingsburg, California 93631
(559) 897-5821
Email: ahenderson@cityofkingsburg-ca.gov

With copies to

Michael Noland, Esq.
Kahn Soares & Conway, LLP
219 N. Douty Street
Hanford, California 93230
Tel: (559) 584-3337
Email: mnoland@kschanford.com

LP Representative(s):

Housing Authority of Fresno County, California
Attn: Preston Prince, CEO/Executive Director
1331 Fulton Street
Fresno, California 93721
Tel: (559) 443-8400
Email: _____

With copies to

Kenneth J. Price, Esq.
Baker, Manock & Jensen, PC
5260 N. Palm Avenue, Suite 421
Fresno, California 93704
Tel: (559) 432-5400
Email: KPrice@bakermanock.com

10. **Governing Law and Venue.** This Guaranty shall be construed and enforced according to the laws of the State of California, without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute relating to this Guaranty shall be in the County of Fresno, State of California.

11. **Interpretation.** If any provision of this Guaranty, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. The headings in this Guaranty are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Guaranty, the singular includes the plural, and masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. Capitalized terms not defined herein shall have the meaning ascribed to them in the Offsite Improvement Agreement.

12. **Multiple Parties.** If there is more than one Guarantor, each of them has executed and delivered this Guaranty; references herein to "Guarantor" shall mean all such Guarantors, collectively, and their obligations hereunder shall be joint and several.

13. **Successors and Assigns.** This Guaranty shall be binding on, and the term “Guarantor,” as used herein, shall include the successors, assigns, legal representatives and other transferees of the Guarantor, including successors by consolidation. This Guaranty shall inure to the benefit of the successors, assigns and legal representatives of the City. The City would not have agreed to construct the Offsite Improvements in accordance with the provisions of the Offsite Improvement Agreement without Guarantor’s guaranty of the LP’s Obligations. Therefore, the Guarantor shall not assign this Guaranty or any of Guarantor’s responsibilities and obligations under this Guaranty with the prior written consent of City, which consent can be withheld in the City’s sole discretion.

14. **Termination.** This Guaranty shall terminate and be of no further force or effect at such time as all of the LP Obligations have been paid and performed in accordance with the provisions of the Offsite Improvement Agreement.

15. **Effect of Certain Events.** The Guarantor further covenants that this Guaranty shall remain and continue in full force and effect as to and notwithstanding any amendment of the Offsite Improvement Agreement, or transfer of the interest of any Party thereunder, or withdrawal or removal of any Party thereunder, and that indulgences or forbearance may be granted under the Offsite Improvement Agreement, with or without notice to or further consent of the Guarantor.

16. **Waiver of Jury Trial.** The Guarantor and the City each hereby knowingly, voluntarily and intentionally, after opportunity for consultation with independent counsel, waive such party’s respective right to trial by jury in any action, counterclaim or other proceeding arising from or based upon any litigation or other proceeding to enforce or defend any rights or obligations (i) under this Guaranty; (ii) arising from the financial relationship between the parties existing in conjunction with this Guaranty; or (iii) arising from any course of dealing, course of conduct, statement (verbal or written) or action of the parties in connection with such financial relationship. The Guarantor and the City further agree as follows:

(a) No party shall seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been or cannot be waived.

(b) The provisions of this section have been fully negotiated by the parties hereto and shall be subject to no exceptions.

No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

(c) The provisions of this section are a material inducement for the Parties to enter into this transaction.

17. **Arbitration.** In the event the jury trial waiver provisions set forth in Section 16 above are not permitted for any reason and the parties otherwise fail to waive jury trial with respect to any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with, or in any way pertaining to this Guaranty (a “**Dispute**”), then, upon demand of any party, such Dispute shall be resolved by binding arbitration in accordance with the terms of this Section. Each

party shall pay its own costs and expenses of the arbitration proceeding and the cost of the arbitrator shall be divided equally between the parties.

(a) **Governing Rules.** Arbitration proceedings shall be administered in accordance with the provisions of the California Arbitration Act (CCP §1280, et seq.) before a neutral retired judge or member of the California State Bar. The arbitrator shall be mutually agreed upon by the parties. If such an agreement is not promptly forthcoming within 14 days of written demand for selection, then the arbitrator shall be selected by the Fresno County Superior Court in accordance with the California Arbitration Act. Either party may commence arbitration by sending a written demand for arbitration to the other party. Such demand shall set forth the nature of the matter to be resolved by arbitration. The substantive law of the State of California shall be applied by the arbitrator to the resolution of the dispute. All decisions of the arbitrator shall be final, binding and conclusive on all parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof. The arbitrator (if permitted under applicable law) or the Fresno County Superior Court (upon receipt of a petition for enforcement) may issue a writ of execution or any other order to enforce the arbitrator's decision.

(b) **No Waiver; Pursuit of Remedies.** No provision hereof shall limit the right of the appointment of a receiver, deficiency judgments, or judgments for the payment of money upon a default under the Offsite Improvement Agreement, or the right of any party to obtain provisional and ancillary remedies, including without limitation injunctive relief or attachment, from a court of competent jurisdiction before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any party to compel arbitration hereunder, including, but not limited to, with respect to any counterclaims raised in connection with the pursuit of any such remedy.

(c) **Arbitrator Powers; Awards.** Arbitrators must have expertise in the substantive laws applicable to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. The arbitrators may grant any remedy or relief that a court of the State of California could order or grant and such ancillary relief as is necessary to make effective any award, and shall have the power to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant the State Rules of Civil Procedure or other applicable law. Any Dispute in which the amount in controversy is \$1,000,000 or less shall be decided by a single arbitrator who shall not render an award of greater than \$1,000,000 (including damages, costs, fees and expenses). By submission to a single arbitrator, each party expressly waives any right or claim to recover more than \$1,000,000. Any Dispute in which the amount in controversy exceeds \$1,000,000 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations.

(d) **Judicial Review.** Notwithstanding anything herein to the contrary, in any arbitration in which the amount in controversy exceeds \$5,000,000, the arbitrators shall be required to make specific, written findings of fact and conclusions of law. In such arbitrations (i) the arbitrators shall not have the power to make any award which is not supported by substantial evidence, (ii) an award shall not be binding upon the parties unless the findings of fact are

supported by substantial evidence and the conclusions of law are not erroneous under the substantive law of the State of California , and (iii) the parties shall , the right to judicial review of (A) whether the findings of fact rendered by the arbitrators are supported by substantial evidence, and (B) whether the conclusions of law are erroneous under the substantive law of California. Judgment confirming an award in such a proceeding may be entered only if a court determines the award is supported by substantial evidence and not based on legal error under the substantive law of the state in which the arbitration is held.

(e) **Damages.** The arbitrator(s) will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrator(s) shall not award consequential damages in any arbitration initiated under this Section. Any award in an arbitration under this Section shall be limited to monetary damages and shall include no injunction or direction to any party other than the direction to pay a monetary amount.

(f) To the maximum extent practicable, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the request for arbitration. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. This arbitration provision shall survive termination, amendment or expiration of this Guaranty and the Offsite Improvement Agreement.

(g) **Confidentiality.** All arbitration proceedings, including testimony or evidence at hearings, will be kept confidential, although any award or order rendered by the arbitrator(s) pursuant to the terms of this Guaranty may be confirmed as a judgment or order in any court of competent jurisdiction.

18. **Attorneys' Fees; Enforcement.** If any attorney is engaged by the City to enforce or defend any provision of this Guaranty or the Offsite Improvement Agreement, or as a consequence of any default under this Guaranty or the Offsite Improvement Agreement, with or without the filing of any legal action or proceeding, the Guarantor shall pay to the City, as applicable, immediately upon demand all reasonable attorneys' fees and costs incurred by the City, as applicable, in connection therewith.

19. **Severability.** If any provision of this Guaranty is determined to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, to achieve the intent of the Guarantor and the City. In any event, all other provisions of this Guaranty shall be deemed valid and enforceable to the greatest possible extent.

20. **Counterparts.** This Guaranty may be executed in several counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto. Any counterpart of this Guaranty, which has attached to it separate signature pages which together contain the signatures of all parties or is executed by an attorney-in-fact on behalf of some or all of the parties, shall for all purposes be deemed a fully executed instrument.

21. **Time.** Time is of the essence of all terms of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed as of the day and year first written above.

CITY OF KINGSBURG,

a Charter city

DRAFT

By: _____

Alex Henderson

City Manager

GUARANTOR:

HOUSING AUTHORITY OF FRESNO

corporate and politic

DRAFT

By: _____

Name: Preston Prince

Title: CEO/Executive Director

F:\WORD\11\11,141.263\Guaranty Draft 111819.doc

Engineers Estimate Probable Construction Costs



Project Data

Project: Linnaea Villas - Kingsburg
Madsen Avenue and 24th Avenue Off-site Improvements.
Client: Fresno Housing Authority
Date: November 15, 2019

Summary

Item:	Description:	Cost:	
1	Sierra Street off-site improvements:	\$	169,306
2	Madsen Avenue off-site improvements:	\$	536,026
3	24th Street off-site improvements:	\$	362,337
Subtotal:		\$	1,067,669
4	Construction Staking (7%):	\$	74,737
5	Contract Docs, Specs, & Bid Admin:	\$	25,000
6	Construction Administration (10%):	\$	106,767
7	Material Testing (4%):	\$	42,707
8	Contingency (10%):	\$	106,767
Grand total:		\$	1,423,647

Sierra Street Road Improvements

Grading

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Demolition (Asphalt, Curb, Drive)	\$ 3,500	LS	\$ 3,500
2	1	LS	Erosion control	\$ 5,000	LS	\$ 5,000
3	180	CY	Excavation	\$ 6.00	CY	\$ 1,080
4	14,200	SF	Subgrade Preparation	\$ 0.85	SF	\$ 12,070
Subtotal:						\$ 21,650

Road Improvements

Item	Quantity		Description	Unit Cost		Total
1	321	LF	Curb and Gutter	\$ 21.00	LF	\$ 6,741
2	1,720	SF	Concrete sidewalk	\$ 7.00	SF	\$ 12,040
3	9,150	SF	4" AC over 4" AB	\$ 5.50	SF	\$ 50,325
4	1,110	LF	Road stripe and signage	\$ 15.00	LF	\$ 16,650
Subtotal:						\$ 85,756

Storm Drain System

Item	Quantity		Description	Unit Cost		Total
1	130	LF	12" RCP CL III	\$ 60.00	LF	\$ 7,800
2	108	LF	18" RCP CL III	\$ 75.00	LF	\$ 8,100
2	1	EA	Curb drain inlet	\$ 4,000	EA	\$ 4,000
4	3	EA	48" SDMH	\$ 7,000	EA	\$ 21,000
Subtotal:						\$ 40,900

Water System

Item	Quantity		Description	Unit Cost		Total
2	1	EA	Remove and relocate exist. FH	\$ 2,000	EA	\$ 2,000
Subtotal:						\$ 2,000

Street Light System

Item	Quantity		Description	Unit Cost		Total
1	3	EA	Street lights	\$ 5,500	EA	\$ 16,500
Subtotal:						\$ 16,500

Cal Trans Encroachment Permit

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Cal Trans Inspection	\$ 2,500	LS	\$ 2,500
Subtotal:						\$ 2,500

Total Improvement Costs (Sierra St.) \$ 169,306

Madsen Avenue Road Improvements

Grading

Item	Quantity		Description	Unit Cost		Total
1	8,580	SF	Demolish existing AC	\$ 0.75	SF	\$ 6,435
2	1	LS	Erosion control	\$ 5,000	LS	\$ 5,000
3	330	CY	Excavation	\$ 6.00	CY	\$ 1,980
4	29,000	SF	Subgrade Preparation	\$ 0.85	SF	\$ 24,650
5	340	LF	Roadside ditch grading	\$ 3.25	LF	\$ 1,105
Subtotal:						\$ 39,170

Road Improvements

Item	Quantity		Description	Unit Cost		Total
1	380	LF	Curb and Gutter	\$ 21.00	LF	\$ 7,980
2	3,300	SF	Concrete sidewalk	\$ 7.00	SF	\$ 23,100
3	1	EA	27' wide drive approach	\$ 4,500	EA	\$ 4,500
4	13,152	SF	4" AC over 4" AB	\$ 5.50	SF	\$ 72,336
5	460	LF	Road stripe and signage	\$ 15.00	LF	\$ 6,900
6	1	EA	Reconnect to existing driveway	\$ 2,500	EA	\$ 2,500
Subtotal:						\$ 117,316

Storm Drain System

Item	Quantity		Description	Unit Cost		Total
1	129	LF	12" RCP CL III	\$ 60.00	LF	\$ 7,740
2	1	EA	Curb drain inlet	\$ 4,000	EA	\$ 4,000
3	1	EA	Type E drain inlet	\$ 4,500	EA	\$ 4,500
4	1	EA	48" SDMH	\$ 7,000	EA	\$ 7,000
Subtotal:						\$ 23,240

Water System

Item	Quantity		Description	Unit Cost		Total
1	260	LF	Remove Existing water line and replace within roadway.	\$ 130	LF	\$ 33,800
2	1	EA	Remove and relocate exist. FH	\$ 2,000	EA	\$ 2,000
3	1	EA	Install FH and Assembly	\$ 2,000	EA	\$ 2,000
4	1	EA	6" Fire sprinkler service	\$ 1,000	EA	\$ 1,000
Subtotal:						\$ 38,800

Street Light System

Item	Quantity		Description	Unit Cost		Total
1	3	EA	Street lights	\$ 5,500	EA	\$ 16,500
Subtotal:						\$ 16,500

Madsen Avenue Road Imps (Continued)	
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
15	1.00
16	1.00
17	1.00
18	1.00
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91	1.00
92	1.00
93	1.00
94	1.00
95	1.00
96	1.00
97	1.00
98	1.00
99	1.00
100	1.00

CID Irrigation Pipe Repair

Item	Quantity	Description	Unit Cost	Total
1	1	LS Replace CID Irrigation box culvert and jct. structure w/ 84" pipe.	\$ 300,000 LS	\$ 300,000
Subtotal:				\$ 300,000

Tulare County Plan review and Inspection:

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Tulare County plan review and inspection.	\$ 1,000	LS	\$ 1,000
Subtotal:						\$ 1,000

Total Improvement Costs (Madsen Ave.)	\$ 536,026
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24th Avenue Road Improvements

Grading

Item	Quantity		Description	Unit Cost		Total
1	1	LS	Demolition (Asphalt, Curb, Drive)	\$ 5,500	LS	\$ 5,500
2	1	LS	Erosion control	\$ 5,000	LS	\$ 5,000
3	560	CY	Excavation	\$ 6.00	CY	\$ 3,360
4	34,966	SF	Subgrade Preparation	\$ 0.85	SF	\$ 29,721
Subtotal:						\$ 43,581

Road Improvements

[illegible]

Storm Drain System

Item	Quantity	Description		Unit Cost		Total
1	101	LF	12" RCP CL III	\$ 60.00	LF	\$ 6,060
2	537	LF	18" RCP CL III	\$ 75.00	LF	\$ 40,275
3	3	EA	Curb drain inlet	\$ 4,000	EA	\$ 12,000
4	1	EA	Type E drain inlet	\$ 4,500	EA	\$ 4,500
5	3	EA	48" SDMH	\$ 7,000	EA	\$ 21,000
Subtotal:						\$ 83,835

Sewer System

Item	Quantity		Description	Unit Cost		Total
1	80	LF	6" sewer service	\$ 25.00	LF	\$ 2,000
2	2	EA	Wye connection on exist. sewer	\$ 2,500	EA	\$ 5,000
3	2	EA	Sewer cleanout	\$ 1,500	EA	\$ 3,000
Subtotal:						\$ 10,000

24th Avenue Road Imps (Continued)	
24th Avenue Road Imps (Continued)	

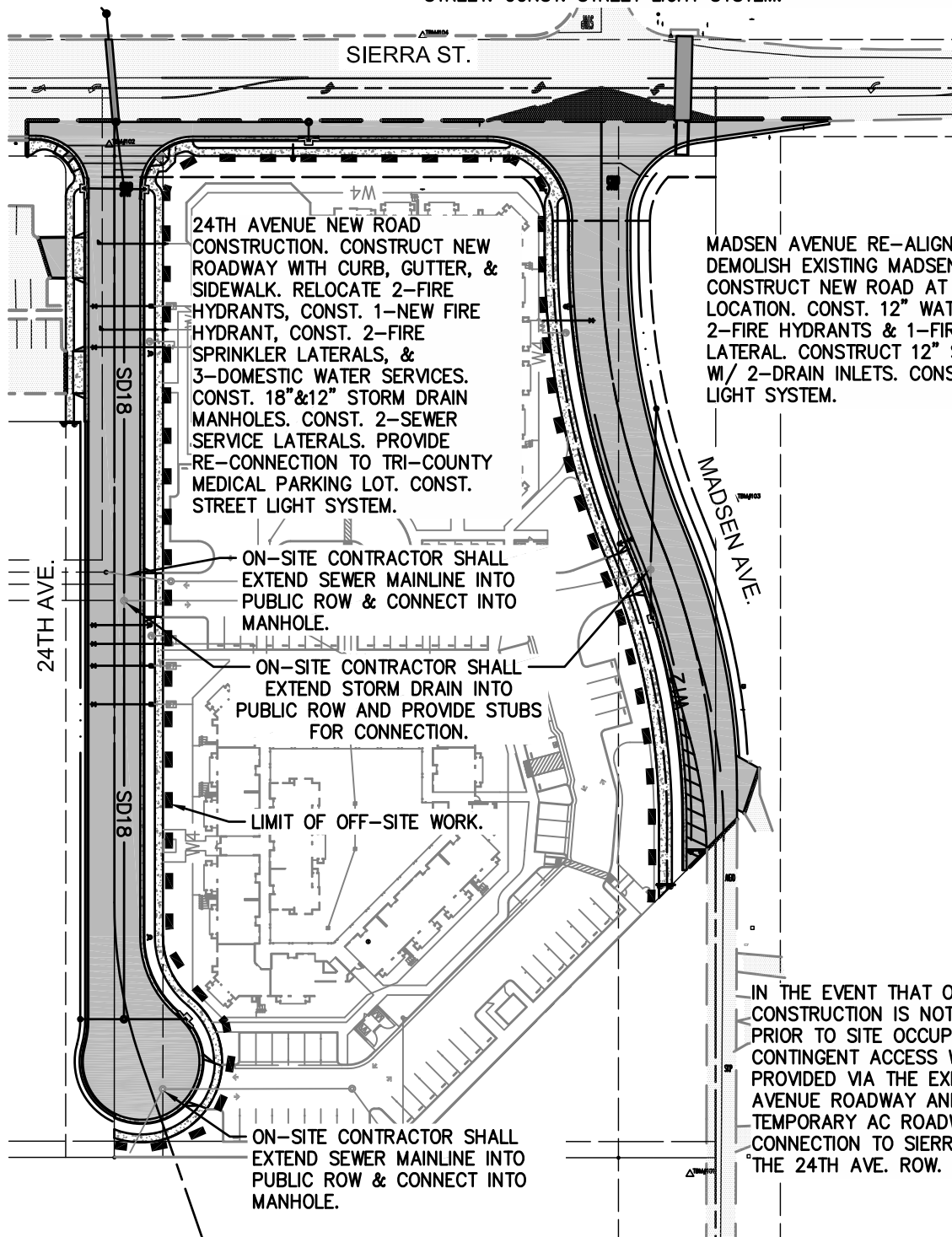
Water System

Item	Quantity		Description	Unit Cost		Total
1	2	EA	Remove and relocate exist. FH	\$ 2,000	EA	\$ 4,000
2	1	EA	Install FH and Assembly	\$ 2,000	EA	\$ 2,000
3	2	EA	6" Fire sprinkler service	\$ 1,000	EA	\$ 2,000
4	2	EA	2" Domestic water service	\$ 1,000	EA	\$ 2,000
5	1	EA	2" Irrigation service	\$ 1,000	EA	\$ 1,000
Subtotal:						\$ 11,000

Street Light System

Item	Quantity	Description	Unit Cost	Total
1	4	EA Street lights	\$ 4,000 EA	\$ 16,000
Subtotal:				\$ 16,000
Total Improvement Costs (24th Ave.)				\$ 362,337

WIDEN SIERRA STREET AC PAVEMENT & CONST. CURB, GUTTER & SIDEWALK. RELOCATE 1-FIRE HYDRANT. CONST. 12" & 18" STORM DRAIN W/ 1-DRAIN INLET & 3-DRAIN MANHOLES. REPLACE EXIST. CID BOX CULVERT W/ NEW 84" IRRIGATION PIPE. RE-STRIPE SIERRA STREET. CONST. STREET LIGHT SYSTEM.



GATEWAY
ENGINEERING, INC.
CIVIL ENGINEERS I LAND SURVEYORS
P. 559-320-0344 | F. 559-320-0345 | WWW.GATEWAYENG.COM
405 PARK CREEK DRIVE, CLOVIS, CA 93611-4435

PROJECT:

LINNAEA VILLAS

DESCRIPTION:

PUBLIC VS. PRIVATE IMPROVEMENTS

JOB NO.: 19-066

DATE: 11/14/2019

SCALE: 1"=100'

SHEET:

1 OF 1



CITY OF KINGSBURG

POLICE DEPARTMENT

1300 California Street, Kingsburg, CA 93631 (559) 897-4418

Neil Dadian
Chief of Police

To: Mayor & City Council

From: Corina Padilla

Date: October 9, 2019

Subject: September Crime Statistics & Prevention Update

- Part I Crimes decreased by one.
- Other Offenses decreased by one.
- Traffic collisions decreased by one.
- The number of arrests increased by three.
- Traffic citations decreased by 14.

We continue to use Facebook, Kingsburg PD mobile application, Twitter, and NIXLE as situations warrant in order to keep our citizens informed.

Kingsburg Police Department

Crime and Activity Report

Part 1 Crimes	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	2	0	0	0	0	0	0	0	0	0	0	2
Robbery	0	0	0	1	2	0	0	0	0	0	0	0	3
Aggravated Assaults	2	2	1	0	0	0	2	2	3	0	0	0	12
Burglary	10	14	3	6	6	3	2	4	6	0	0	0	54
Theft	11	6	3	9	6	9	10	10	12	0	0	0	76
Auto Theft	3	3	2	2	2	5	4	8	2	0	0	0	31
Total	26	27	9	18	16	17	18	24	23	0	0	0	178

Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
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Other Offenses:

Vandalism	10	4	4	6	4	6	7	10	7	0	0	0	58
Simple Assault	2	3	7	3	7	4	6	6	6	0	0	0	44
Sex Offense	0	1	2	1	1	1	0	1	2	0	0	0	9
Child Abuse	0	0	0	0	2	0	0	0	0	0	0	0	2
Narcotic Violations	3	1	4	3	3	6	6	7	4	0	0	0	37
Other Felonies	2	4	0	1	2	5	10	11	13	0	0	0	48
Other Misdemeanors	2	0	4	3	3	6	16	22	24	0	0	0	80
Totals	19	13	21	17	22	28	45	57	56	0	0	0	278

Other Statistics:

Incident Reports	19	19	9	31	11	69	90	25	34	0	0	0	307
Traffic Collision- Fatal	0	0	0	0	0	0	0	1	0	0	0	0	1
Traffic Collision- Injury	3	5	1	2	0	1	0	2	2	0	0	0	16
Traffic Collision- No Injury	3	2	4	7	1	3	7	5	5	0	0	0	37
Total	25	26	14	40	12	73	97	33	41	0	0	0	361

Calls for Service	721	556	844	717	835	824	731	688	685	0	0	0	6601
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Arrests

Felony Adults	5	2	3	2	10	11	12	14	13	0	0	0	72
Misdemeanor Adults	24	19	12	8	10	19	14	16	20	0	0	0	142
Felony Juveniles	0	0	0	0	0	0	0	0	0	0	0	0	0
Misdemeanor Juveniles	0	0	1	0	0	0	1	0	0	0	0	0	2
Total	29	21	16	10	20	30	27	30	33	0	0	0	216

Traffic Citation Total	93	57	60	19	41	43	57	38	24	0	0	0	432
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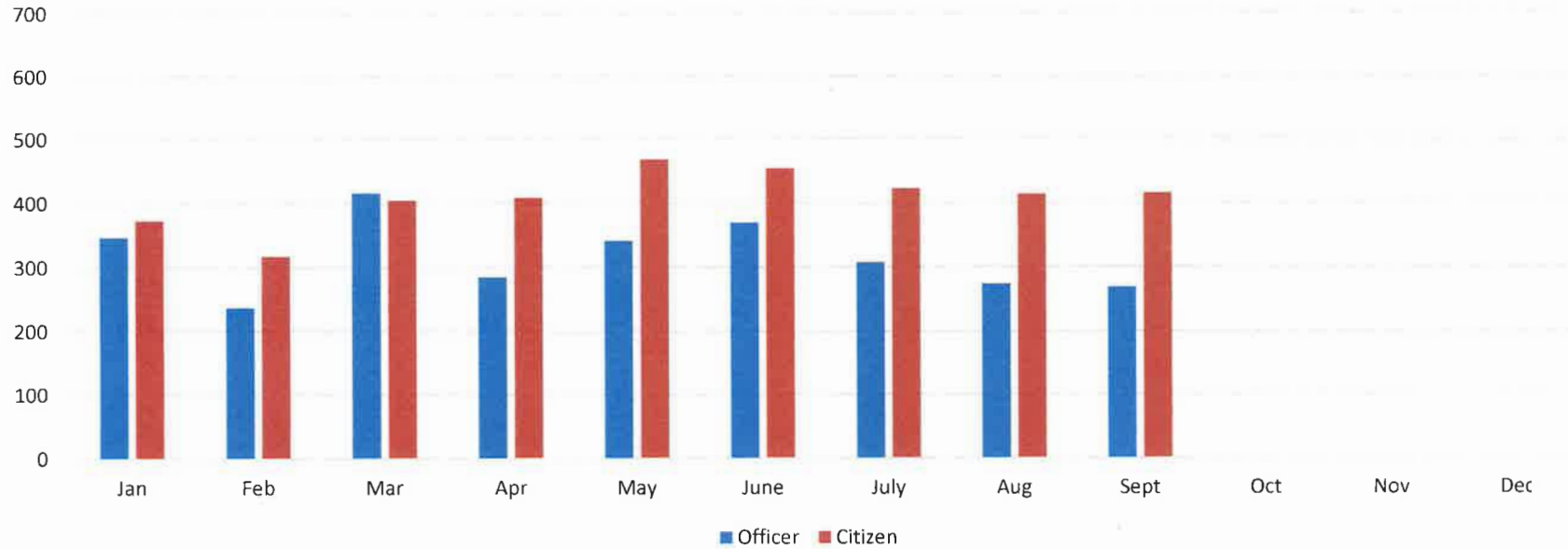
Motorcycle Hours	110	70	108	90	146	128	153	42	70	0	0	0	917
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Volunteer Hours:													
Public Safety Volunteer	21.5	18	33	18.5	60.5	28	70	23.5	19.5	0	0	0	292.5
Police Intern	0	0	51	83.5	20	44.5	30.3	0	1	0	0	0	230.3
Total	21.5	18	84	102	80.5	72.5	100	23.5	20.5	0	0	0	522.8
Total Facebook Likes	4322	4325	4349	4386	4416	4445	4516	4565	4580	0	0	0	
Total Twitter Followers	60	66	70	72	73	78	81	82	85	0	0	0	
Total App Subscribers	1150	1160	1165	1173	1176	1180	1184	1192	1198	0	0	0	

Kingsburg Police Department
2019

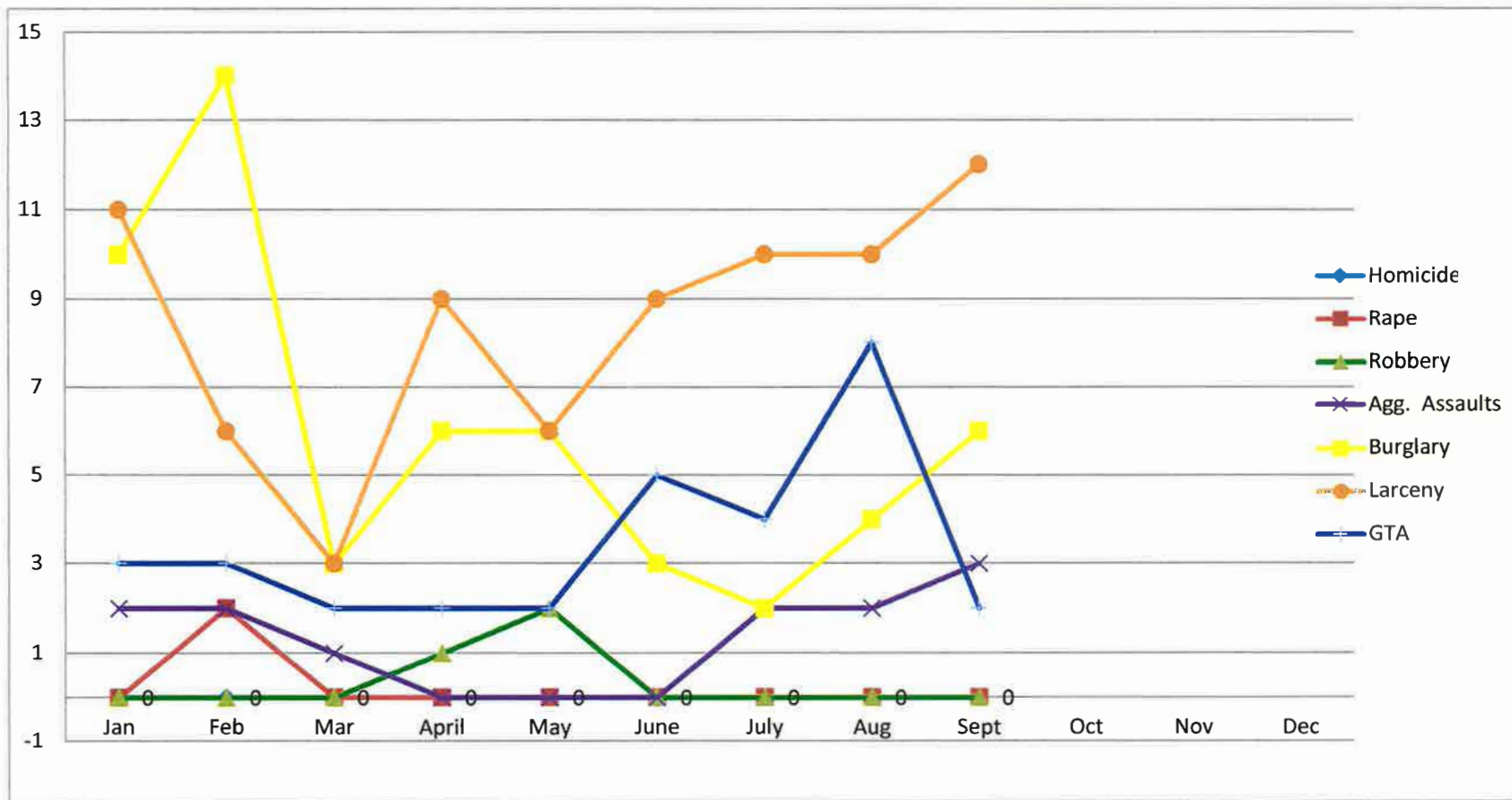
Initiated	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly %
Officer	348	238	417	285	342	370	308	274	269	0	0	0	2851	-2%
Citizen	373	318	405	409	468	454	423	414	416	0	0	0	3680	1%
TOTAL	721	556	822	694	810	824	731	688	685	0	0	0	6531	-1%
Average Calls per Day	23.3	20	27	23	26	27	24	22	23	0	0	0		

2019 Calls for Service



**Kingsburg Police Department
2019 Part I Crimes**

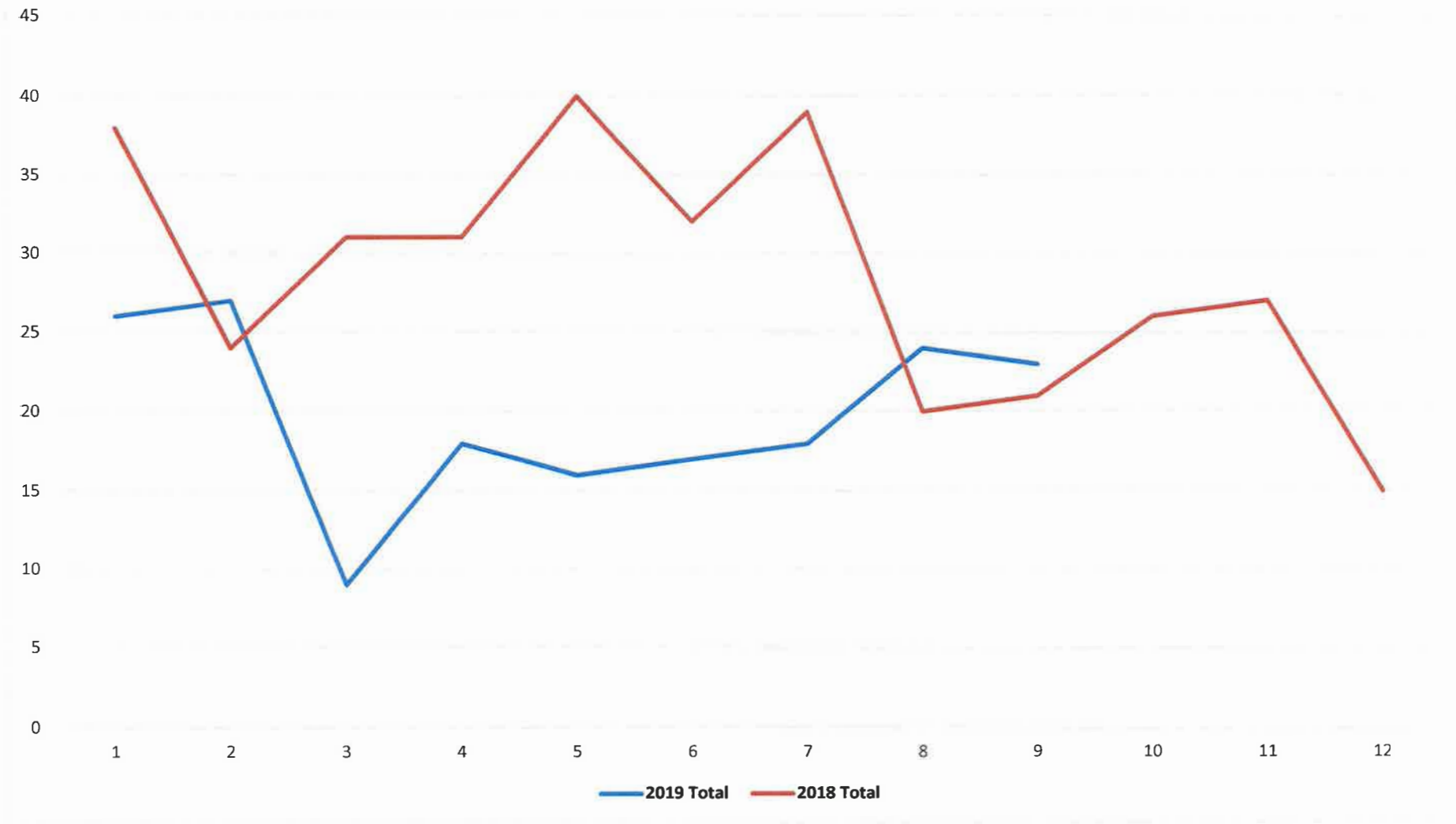
Part I Crimes	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly % Change
Homicide	0	0	0	0	0	0	0	0	0				0	0%
Rape	0	2	0	0	0	0	0	0	0				2	0%
Robbery	0	0	0	1	2	0	0	0	0				3	0%
Agg. Assaults	2	2	1	0	0	0	2	2	3				12	50%
Burglary	10	14	3	6	6	3	2	4	6				54	50%
Larceny	11	6	3	9	6	9	10	10	12				76	20%
GTA	3	3	2	2	2	5	4	8	2				31	-75%
2018 Total	26	27	9	18	16	17	18	24	23	0	0	0	178	-4%



**Kingsburg Police Department
2019 Part I Crimes**

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	2018/2019
2019 Total	26	27	9	18	16	17	18	24	23				178	%Change
2018 Total	38	24	31	31	40	32	39	20	21	26	27	15	344	-36.00%

2018/2019 Part I Comparison





CITY OF KINGSBURG

POLICE DEPARTMENT

1300 California Street, Kingsburg, CA 93631 (559) 897-4418

Neil Dadian
Chief of Police

To: Mayor & City Council

From: Corina Padilla

Date: November 14, 2019

Subject: October Crime Statistics & Prevention Update

- Part I Crimes decreased by ten.
- Other Offenses decreased by 29.
- Traffic collisions increased by three.
- The number of arrests decreased by 19.
- Traffic citations increased by 13.

We continue to use Facebook, Kingsburg PD mobile application, Twitter, and NIXLE as situations warrant in order to keep our citizens informed.

Kingsburg Police Department

Crime and Activity Report

Part 1 Crimes	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Murder	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape	0	2	0	0	0	0	0	0	0	0	0	0	2
Robbery	0	0	0	1	2	0	0	0	0	0	0	0	3
Aggravated Assaults	2	2	1	0	0	0	2	2	3	0	0	0	12
Burglary	10	14	3	6	6	3	2	4	6	1	0	0	55
Theft	11	6	3	9	6	9	10	10	12	9	0	0	85
Auto Theft	3	3	2	2	2	5	4	8	2	3	0	0	34
Total	26	27	9	18	16	17	18	24	23	13	0	0	191

Arson	0	0	0	0	0	0	0	0	0	0	0	0	0
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Other Offenses:

Vandalism	10	4	4	6	4	6	7	10	7	5	0	0	63
Simple Assault	2	3	7	3	7	4	6	6	6	3	0	0	47
Sex Offense	0	1	2	1	1	1	0	1	2	0	0	0	9
Child Abuse	0	0	0	0	2	0	0	0	0	0	0	0	2
Narcotic Violations	3	1	4	3	3	6	6	7	4	2	0	0	39
Other Felonies	2	4	0	1	2	5	10	11	13	1	0	0	49
Other Misdemeanors	2	0	4	3	3	6	16	22	24	16	0	0	96
Totals	19	13	21	17	22	28	45	57	56	27	0	0	305

Other Statistics:

Incident Reports	19	19	9	31	11	69	90	25	34	42	0	0	349
Traffic Collision- Fatal	0	0	0	0	0	0	0	1	0	0	0	0	1
Traffic Collision- Injury	3	5	1	2	0	1	0	2	2	2	0	0	18
Traffic Collision- No Injury	3	2	4	7	1	3	7	5	5	8	0	0	45
Total	25	26	14	40	12	73	97	33	41	52	0	0	413

Calls for Service	721	556	844	717	835	824	731	688	685	697	0	0	7298
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Arrests

Felony Adults	5	2	3	2	10	11	12	14	13	2	0	0	74
Misdemeanor Adults	24	19	12	8	10	19	14	16	20	12	0	0	154
Felony Juveniles	0	0	0	0	0	0	0	0	0	0	0	0	0
Misdemeanor Juveniles	0	0	1	0	0	0	1	0	0	0	0	0	2
Total	29	21	16	10	20	30	27	30	33	14	0	0	230

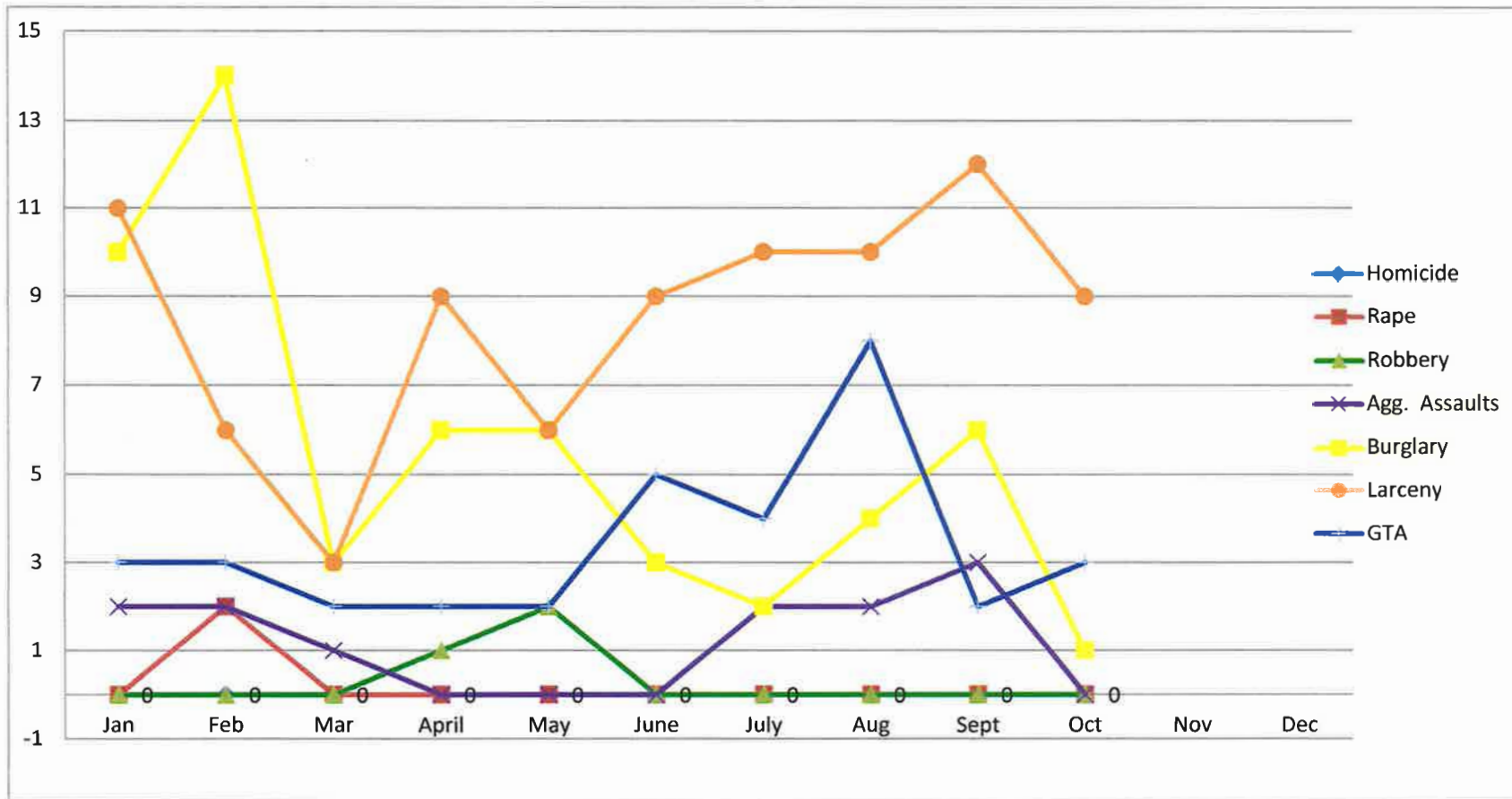
Traffic Citation Total	93	57	60	19	41	43	57	38	24	37	0	0	469
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Motorcycle Hours	110	70	108	90	146	128	153	42	70	77	0	0	994
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Volunteer Hours:													
Public Safety Volunteer	21.5	18	33	18.5	60.5	28	70	23.5	19.5	26.5	0	0	319
Police Intern	0	0	51	83.5	20	44.5	30.3	0	1	68.5	0	0	298.8
Total	21.5	18	84	102	80.5	72.5	100	23.5	20.5	95	0	0	617.8
Total Facebook Likes	4322	4325	4349	4386	4416	4445	4516	4565	4580	4621	0	0	
Total Twitter Followers	60	66	70	72	73	78	81	82	85	88	0	0	
Total App Subscribers	1150	1160	1165	1173	1176	1180	1184	1192	1198	1200	0	0	

**Kingsburg Police Department
2019 Part I Crimes**

Part I Crimes	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly % Change
Homicide	0	0	0	0	0	0	0	0	0	0			0	0%
Rape	0	2	0	0	0	0	0	0	0	0			2	0%
Robbery	0	0	0	1	2	0	0	0	0	0			3	0%
Agg. Assaults	2	2	1	0	0	0	2	2	3	0			12	-100%
Burglary	10	14	3	6	6	3	2	4	6	1			55	-83%
Larceny	11	6	3	9	6	9	10	10	12	9			85	-25%
GTA	3	3	2	2	2	5	4	8	2	3			34	50%
2018 Total	26	27	9	18	16	17	18	24	23	13	0	0	191	-43%



**Kingsburg Police Department
2019 Part I Crimes**

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	2018/2019
2019 Total	26	27	9	18	16	17	18	24	23	13			191	%Change
2018 Total	38	24	31	31	40	32	39	20	21	26	27	15	344	-37.00%

2018/2019 Part I Comparison

